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Cincinnati School District Board of Education and Cincinnati Federation of Teachers, American Federation of Teachers, AFL- CIO, Local 1520 (1981)

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Cincinnati School District Board of Education and Cincinnati Federation of Teachers, American Federation of Teachers, AFL-CIO, Local 1520 (1981)

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COLLECTIVE BARGAINING CONTRACT

between the

CINCINNATI FEDERATION OF TEACHERS

Local 1520, American Federation of Teachers, Ohio Federation of Teachers, AFL-CIO

1216 EAST McMILLAN — CINCINNATI, OHIO 45206

and the

CINCINNATI BOARD OF EDUCATION

230 EAST NINTH STREET — CINCINNATI, OHIO 45202

EFFECTIVE SEPTEMBER 17, 1981

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Effective
January, 1982

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B101

CONTRACT

This Contract is made and entered into by and between the CFT Local 1520 AFT, OFT, AFL-CIO (hereinafter the Federation) and the Cincinnati Board of Education (hereinafter the Board) and shall be binding and effective from September 18, 1981 to December 31, 1984, or to the end of the term of the agreement on economic matters, if any, pursuant to the re-opener on December 1, 1981, whichever is the longer term.

B102

RECOGNITION

1. The Board recognizes the Federation as the sole and exclusive bargaining agent for the purpose of bargaining wages, hours, benefits and all other terms and conditions of employment for all teachers in the bargaining unit, including classroom teachers, certificated night-school teachers who are also day-school classroom teachers on an annual rate, librarians, administrative interns, psychologist interns, visiting teachers, examiners, teacher specialists, coordinating teachers, nurses, counselors, psychologists (as limited in paragraph 3 below) and L.D. tutors (as limited in paragraph 2 below); but excluding pre-school instructors, daily-rate substitutes, and other daily and hourly-rate teachers, psychiatric social workers, lunchroom managers, administrative assistants, directors, associate directors, associates, supervisors, associate supervisors, assistant supervisors, librarian-professional library, assistant principals, principals, area directors, assistant superintendents, deputy superintendents and the superintendent for a three (3) year period beginning January 1, 1980 through December 31, 1982.
2. Recognition of L.D. tutors shall be limited to the maintenance of their present levels of wages and fringe benefits and to negotiate on their behalf on economic matters during any economic re-opener of the contract. Therefore, provisions of the contract other than those referred to in the preceding sentence shall not apply to L.D. tutors.
3. Recognition of School Psychologists shall be limited to the following provisions.

The salary schedule for School Psychologists is incorporated herein in Appendix A. Holidays and fringe benefits shall be the same as those provided

to teachers. Limited contracts of School Psychologists shall be considered automatically renewed unless notification of nonrenewal is given by April 30. T205 Teacher Absence, B103 Fair Practices and T250 Reduction-in-Force procedures shall be applicable to School Psychologists. School Psychologists may utilize the Grievance Procedures for alleged violations of the provisions specified in this paragraph. No other provisions of this contract shall be applicable to School Psychologists.

4. The Board of Education of the Cincinnati Public Schools ("Board") continues to recognize the Cincinnati Federation of Teachers, Local 1520 AFT, OFT, AFL-CIO ("Federation") for three (3) years (January 1, 1980 through December 31, 1982) as the exclusive representative of teachers in the bargaining unit defined in paragraph 1 above for the purpose of professional negotiations. Said three (3) year period of exclusive recognition shall preclude the filing of an election petition by any other employee group earlier than October 1, 1982 or no later than October 31, 1982. If an election petition signed by fifty percent (50%) of the teachers is filed during the thirty-one (31) day "open period," the Board shall, upon Board verification of petitions, cause an election to be directed on the first Tuesday in December, 1982. The number of teachers employed by the Board for the purposes of determining the fifty percent (50%) showing of interest shall be based on the number of teachers employed in the bargaining unit (including teachers on leave of absence) represented by the Federation and on the payroll as of the end of the first pay period following the opening of school in the Fall of 1982.
5. The petition signatures must be obtained during the 31 day "open period." All petitions must contain the teacher's signature, place of assignment and date of signing. The petitions shall indicate, in effect, that signers of this petition request that the Board direct an election to determine who will be the collective bargaining agent of the teachers.
6. Only a bona fide teacher organization shall have the right to challenge the CFT for representation rights.
7. The Federation shall have the right to examine (not to include copying) all petition signatures, upon request during the verification process.

8. The cost of the election shall be shared by the Board, the Federation and the challenging organization.
9. Upon verification of petitions containing signatures of 50% of the bargaining unit by the Board, the Board shall request the New York office of the AAA to provide a list of seven (7) available arbitrators from which the Election Arbitrator will be selected. The CFT and the challenging organization shall alternately strike names from the list until only one remains. A coin toss shall determine which organization shall strike the first name. The election shall be conducted according to the Election Groundrules set forth in Appendix B. The Election Arbitrator shall have the power to decide any matters relating to challenged ballots, objections to the election and other matters which may arise on election day in accordance with the Election Groundrules. Neither the election nor the Election Groundrules shall be subject to the grievance/arbitration procedure in the contract.
10. If the Federation wins the representation election in December, 1982 or if no election is conducted, the Board shall continue to recognize the CFT as the sole and exclusive collective bargaining representative for employees in the bargaining unit, until such time as the Federation may be removed as bargaining agent through an election conducted by the Board.

A challenging organization may petition for such an election during a subsequent open period of October 1 - October 31, 1987 and at five year intervals thereafter.

11. The Board shall not recognize any other organization which seeks the right to represent the employees in the bargaining unit represented by the Federation during the term of this contract, nor shall the Board contribute to the growth or creation of rival organizations.
12. Information, statistics and records relating to wages, hours, benefits and all other terms and conditions of employment reasonably necessary for the proper enforcement of the terms of this contract shall be made available to the Federation upon request and upon payment by the Federation of any costs related thereto.
13. The Federation shall receive the information which is to be given to the public on the Friday before the Board of Education meeting or as soon thereafter as it is available.
14. Public information referred to in the minutes but not distributed shall be made available to the Federation upon request at cost.

B103 FAIR PRACTICES

1. The Board agrees that no person(s), group(s), department(s) or division(s) responsible to the Board shall discriminate against any employee on the basis of race, creed, color, national origin, sex, age (18 to 70), or membership in, lawful participation or association with the lawful activities of the Federation.
2. The Federation agrees to represent all persons in the bargaining unit equally and fairly.

B104 FEDERATION RIGHTS

- A. The Federation shall enjoy the following exclusive organizational rights.
 1. Orientation
The Federation shall have the exclusive right to participate in the Summer Institute or similar summer in-service program, which may replace the Summer Institute and shall have the opportunity to meet separately with new teachers.
 2. Federation Chapter
The facilities requested by the Federation under B104(B)(1) shall not be denied, except where there is a previously announced and conflicting school activity.

Chapter meetings shall be announced to the principal not more than five (5) days prior to the date of the meeting. (The administration shall not subsequently schedule any meeting or event to conflict with a Federation Chapter meeting.)
 3. Office Bulletin Board
The Federation shall have the exclusive right to use one-third (1/3) of the bulletin board located in the school office in nearest proximity to the teachers' mail-boxes.

4. Dues Deductions

The Board shall deduct the uniform and periodic Federation dues from the paychecks of any teacher who voluntarily authorizes in writing that such deductions be made. Dues shall be deducted at one of two rates, representing either the full annual Federation dues or one-half (1/2) the annual dues divided by the number of paychecks. The Board shall transmit dues deducted from the paychecks of employees to the Federation promptly following the delivery of paychecks to employees. The Board shall make every effort to transmit dues within five (5) days of paycheck delivery.

Teachers who desire to cancel Federation dues deduction shall obtain from the Federation a "cancellation of dues deduction" form, complete it and return it to the Federation. The Federation shall transmit the original of such cancellations promptly to the Board. Under no circumstances shall the Federation deny the right of any teacher to revoke an authorization of payroll deduction of union dues.

The Board shall not be liable to the Federation for the remittance of payment of any sum other than that constituting actual deductions made from the wages of teachers. The Federation shall indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability including, by way of example and not limitation, the cost of any judgment against the Board and the reasonable value of any attorney fees incurred, that may arise out of or by reason of action taken by the Board or not taken by the Board for the purpose of complying with any provision of this Section. The provisions of this Section shall comply with Section 9.41 of the Ohio Revised Code.

Effective for the 1981-82 school year, the Board shall provide CFT promptly following the end of each payroll period with an alphabetical list of all employees who have authorized CFT dues deduction for the pay period. Following the end of each payroll period, the Board shall provide the Federation promptly with a list of teachers added to or deleted from dues deduction during that pay period. The Board shall make every effort to transmit this information within five working days following the end of each payroll period.

5. Other Voluntary Deductions

Credit union deductions, united appeal deductions, insurance deductions currently in effect, CFT Cope deductions which have been voluntarily authorized in writing by a teacher shall be made upon receipt of the written authorization. The Board shall not establish for teachers, deductions for other political funds or insurance coverage not currently in effect without the written agreement of the Federation. This provision does not restrict the Board's right to change insurance carriers.

6. Federation Leave

Upon written request of the Federation, the Federation president and up to three (3) others may take a leave of absence without pay to conduct Federation business. If the Certificated Personnel Office is notified by April 1 of a given school year that the person on leave wishes to return to service the ensuing school year, such person shall be placed in the same or similar assignment for which the person is certificated and shall receive all increments and seniority as if continually employed and shall retain all benefits earned prior to the leave of absence to the extent permitted by the Ohio Revised Code.

7. Printing of Contract

Upon ratification of this contract, the Federation shall have 6,000 copies of this contract printed, 2,000 of which shall be delivered to the Board. The Board and the Federation shall agree on the format. The Board shall pay one-half ($\frac{1}{2}$) the cost of having the contract printed by the Board, or one-half ($\frac{1}{2}$) the cost incurred by the Federation, whichever cost is less. The Federation shall distribute one (1) copy to each member of the bargaining unit. The Board shall provide new employees with a copy upon employment.

8. Federation Pony Delivery

The building in which the Federation office is located shall be included as a regular stop on the school mail delivery route.

B. The Federation shall also enjoy the following non-exclusive rights.

1. Federation Chapter

The Federation Chapter in each building shall have the right to transact Federation business on school property before or after the teacher's regular school day.

2. Superintendent/Federation President Meetings
The Superintendent and the Federation president shall meet bi-weekly before Board meetings.
3. Board Meetings
The Federation president or designee shall have a seat and the right to speak at all public meetings of the Board of Education and its subcommittees.
4. Director of Employee Relations/Federation President Meetings.
The Director of Employee Relations and the Federation president shall meet at least monthly during the year to discuss current school problems and procedures of this contract. Additional meetings shall be held upon request of either party.
5. School Visitation
The Federation president or his/her employee designee shall have the right to visit the schools to investigate working conditions, teacher complaints or problems or for a purpose relating to the terms and conditions of employment, provided there is no interruption of the school program and that the Federation representative announces his/her destination and person(s) to be visited to the principal or to the person in charge if the principal is not immediately available. If possible, visits should be announced by telephone before the visit. Representatives of rival organizations visiting a school or work location shall be afforded only such privileges as are granted to any member of the public.
6. Building Representation and Privileges
Every school or unit in the system shall have a Federation Building Representative from that building/unit who shall be elected by the Federation.
7. The Federation shall have the right to distribute bulletins and other pertinent materials through the inter-school mail delivery system. The Board shall not accept for distribution through the interschool mail system bulk mailings which are clearly identified as produced by a rival organization.
8. Federation Representatives shall have the responsibility for posting and removing Federation notices and no other person shall do so.

9. Directory Information

Beginning with the 1981-1982 school year, the Board shall provide the Federation, as soon as the Board has a computer system that produces such information:

A computerized alphabetical list of all Board employees which shall include their schools or other work sites, positions, and home addresses for the purpose of establishing a school district directory. Phone numbers shall be provided only with the employee's consent. The Federation shall provide 250 complimentary copies of the directory to the Board.

A computerized list of employees in the Federation's bargaining unit which shall include their schools or other work sites and their position classifications. Grade and/or subject area shall also be provided, if available.

10. The Board shall provide the Federation with the names and addresses of new employees.
11. The Federation shall have the right to distribute bulletins and other pertinent materials by placing them in the mailboxes of teachers and other professional employees.
12. The Federation shall have the right to use a portion of other existing faculty bulletin boards in addition to the bulletin board in the main office.

B105 PERSONNEL FILES

1. The official personnel file of each teacher shall be maintained by the certificated personnel office and shall be open to inspection only by the Board of Education members; attorneys for the Board needing access to personnel files, and the superintendent and his designees who serve in an administrative or supervisory capacity (immediate or otherwise) in relation to the teacher, with the approval of the director, Personnel Branch, or his designee; the teacher; and such other persons as the teacher may authorize in writing.

2. A teacher may examine his/her personnel file upon request. With respect to the official personnel file, the teacher shall schedule an appointment at least one (1) working day in advance with a representative of the certificated personnel office in whose presence the file shall be examined. Copies of any material in the personnel file shall be made available upon request and upon payment of the cost of copying.
3. Upon receipt of any written communication (including a notation) involving accusations or derogatory statements against a teacher, the certificated personnel office shall, before placing such material in the official personnel file, notify the teacher of his/her right to respond. Notification shall not be required when documents are addressed or copied to the teacher. The teacher's written response must remain attached to the derogatory statements as long as the item is on file. Should the teacher dispute the contents of a written communication (including a notation), and in the event there is sufficient factual evidence that the contents are false or non-factual, the written communication (including a notation) shall be withdrawn and destroyed.
4. No other official personnel file concerning a teacher shall be maintained. However, letters, memoranda, copies of documents which are in the official personnel file and other material concerning a teacher may be maintained in a personnel file by the building/unit administrator.
5. When a principal or other administrator finds it necessary to insert any written communication (including a notation) in a teacher's personnel file maintained at the building/unit level which reflects adversely upon the teacher's conduct, service, character or personality, he/she shall afford the teacher an opportunity to read such communication. The teacher shall also have the right to answer such communication and his/her answer shall be attached to the file copy.
6. Any written material withheld from the official personnel file and the personnel file maintained at the building/unit level, and not otherwise known to the teacher, shall not be used as evidence in any action against the teacher.

B106 TEACHER BUILDING COMMITTEE

1. Purpose
A Teacher Building Committee (TBC) shall be established in each school which shall meet monthly to discuss and to make recommendations with respect to implementation and interpretation of this contract, educational policies and programs in the building and other matters relating to terms and conditions of employment.
2. Election
The members of the TBC shall be elected by secret ballot from each department in the secondary schools and from each grade level in the elementary schools by the staff of the building in separate departmental and grade level elections conducted by the Federation; for example, in elementary schools, teachers in the third grade shall separately elect their representative and, in secondary schools, teachers in the English department shall separately elect their representative. Members may also be elected at-large from the building if the TBC deems it appropriate to provide broad representation. In no event shall the number of members exceed nine. Membership or non-membership in any organization shall not be a prerequisite to voting or to serving on the TBC. The chairperson of the TBC shall be elected by secret ballot by the TBC.
3. Agenda
The TBC shall provide an agenda at least twenty-four hours in advance of a scheduled meeting.
4. Meetings
The TBC shall convene at other reasonable times upon request of the principal or the TBC.
5. Policies and Practices
Policies and practices which are implemented at the building level shall not be inconsistent with the terms of this contract.
6. School Administration Structure
No other structure shall be established by the administration or the teachers to supersede or parallel the TBC. It is understood that the principal may meet with his/her standing or special committees, department or grade representatives or the faculty.
7. Resource Persons
Either the principal or the TBC may bring to any meeting resource persons whenever necessary.

GENERAL PROVISIONS

1. Long Range Planning

The Board and the Federation agree that long range planning shall be essential for an efficient and effective education program in the Cincinnati Public Schools. Any committee established by the Board for such purpose shall include representation from the Federation, appointed by the Federation.

2. Academic Freedom

Academic Freedom shall be guaranteed to teachers, and no arbitrary limitations shall be placed on study, investigation, presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning, subject only to accepted standards of professional responsibility and to the Board's responsibility to govern the public schools.

3. Personal Life

A teacher's personal life shall not adversely affect his/her employment status unless his/her teaching effectiveness is clearly impaired thereby. Within the framework of this section, teachers shall not be intimidated in their work by non-staff groups or individuals.

4. Residency

Teachers shall live where they choose. The Federation and the Board agree that teachers' residency within the school district is desirable and, therefore, it is understood that the Board may in its sole discretion establish and enforce policies giving preference to new appointees who either are residents of the school district or commit themselves to move into the district.

5. Temporary Contract Alteration

A specific provision of this contract may be temporarily suspended or altered only upon the written consent of both parties.

6. Selection of Administrators

Teachers who are interested in promotion should contact the Certificated Personnel Branch for information concerning selection procedures.

In order to enhance communications, the Federation shall be notified of any changes concerning the selection procedures for promotion to either assistant principal or assistant supervisors.

T200

TEACHER CERTIFICATES AND CONTRACTS

1. Teaching Outside Area of Certification
No teacher shall be required as a condition of employment to teach outside the area of certification.
2. Renewal of Certificate
Teachers who have a certificate on file in the Personnel Office which needs to be renewed shall be informed by the principal of the necessity to renew in January of the year of renewal.
3. Teacher Contracts
Limited contract teachers who are re-employed shall be offered their contract before the close of the school term.
4. A contract shall be considered automatically renewed unless notification is given by April 30.
5. Each teacher who completes three (3) consecutive years of satisfactory teaching under contract with the Cincinnati Public Schools shall be offered a continuing contract, provided that teacher holds a valid eight (8)-year Professional Ohio Teaching Certificate. A teacher who has a continuing contract in another school district in Ohio shall become eligible for a continuing contract after serving a two (2)-year period in the Cincinnati School District, provided that teacher holds a valid eight (8)-year Professional Ohio Teaching Certificate.
6. Contract Revisions
The Federation shall be involved in any revisions of the wording of either the individual regular or supplemental contract.

T203

APPRAISAL AND DISMISSAL

- A. Appraisal
1. Before teachers are appraised they shall receive an orientation to the appraisal process. The appraiser shall prior to conducting an initial observation, introduce himself/herself to the teacher and explain his/her purpose for being there.
2. Teachers shall be evaluated as outstanding, very good, satisfactory, marginal or unsatisfactory.
3. There shall be one (1) standard evaluation form used for evaluation of classroom teachers which shall be provided to teachers in the orientation.

4. The principal or assistant principal shall be responsible for administering the appraisal process. Supervisors may assist in the evaluation process at the request of the principal or the teacher. The individual who performs or assists in the evaluation of a teacher shall be competent to do so.
5. The evaluator shall demonstrate or have demonstrated teaching techniques in the teacher's class or in a classroom situation with comparable instructional needs upon the request of the teacher.
6. The evaluator shall, as a part of the evaluation process, list the date, time, place and subject of observations made with the classroom teacher which are used as the basis of the evaluation. It is recognized that the observation reports for non-classroom teachers may not be specific as to date, time and place because the report may include observations of activities occurring over a period of time. However, such reports shall specify the type of activity observed.
7. Before a teacher may be given a less than satisfactory rating, the evaluator(s) must:
 - a. have made at least six (6) observations (either individually or cumulatively) of the teacher's performance, sufficient in length to justify the conclusions;
 - b. have consulted with the teacher being observed;
 - c. have provided the teacher with written suggestions for improvement which are reasonable; and
 - d. provide written reasons for such decision after a final consultation with the teacher.
8. A teacher may be evaluated:
 - a. during the teacher's first year of service.
 - b. during the teacher's third year of service.
 - c. the year preceding issuance of a continuing contract.
 - d. when the teacher has been transferred administratively and teaching performance had been evaluated as less than satisfactory.

- e. when the teacher has been transferred to a different school and assigned different subject matter areas.
 - f. when the teacher has been assigned to a different position classification.
 - g. when the teacher's principal believes that the teacher can benefit from participation in the appraisal process. The evaluator shall inform the teacher in writing of the concern(s) for the appraisal.
- 9. Principals shall conduct an appraisal upon receipt of a written request from a teacher.
 - 10. The observation and evaluation process shall be carried out with the full knowledge of the teacher and shall not be used in a manner inconsistent with the purpose of evaluation.
 - 11. Special assistance shall be given to newly assigned teachers using such resources as can be provided by the principal and other personnel.
 - 12. Teachers shall be given a copy of all report forms and supportive documents forthwith, following each observation.
 - 13. The final written appraisal reports for teachers rated less than satisfactory shall be completed and submitted to the Certificated Personnel Branch no later than the second (2nd) Friday in March. In the case of a recommendation of non-renewal arising out of the appraisal process only, the administrator's recommendation of non-renewal of a limited contract shall be given to the teacher not later than the end of the school day on the second (2nd) Friday in March. A teacher who desires to appeal the non-renewal of his/her contract arising out of the appraisal process must do so by the second (2nd) Monday in April. It is understood that this provision is not applicable to teachers whose contracts may be non-renewed for reasons other than appraisal. All other appraisal reports shall be completed and submitted by May 15. Copies of all appraisal materials shall be furnished to the teacher evaluated prior to placement in the teacher's personnel file. The teacher shall have the right to attach a written comment to the report. In the event the teacher is to be terminated, the Board shall advise the person in compliance with the Ohio Revised Code.
 - 14. Any revision of the standards and criteria in the Teacher Appraisal Manual shall be reasonable and shall not be made without consultation with representatives of the

Federation. The appeal procedure contained in the Manual shall be the exclusive recourse and remedy for alleged violations of the provisions of the Manual.

B. Discipline and Dismissal

1. Before a teacher has a written reprimand placed in his/her official personnel file or personnel file maintained at the building level or before a teacher receives an administrative transfer or a written notice of dismissal, the teacher, upon request, shall have a conference during which the circumstances shall be explored. In cases of an administrative transfer or notice of dismissal, the administrator shall notify the teacher of his/her right to have such a conference. The teacher shall be entitled to be accompanied by a Federation representative or another employee of the teacher's choice. If the conference results in discipline, the reasons for the discipline shall be reduced to writing and given to the teacher following the conference.
2. The conference regarding a written reprimand shall be held at the school. The conference involving a dismissal shall be held at the Education Center. The conference regarding an involuntary transfer may be held at the assignment location or at the Education Center. The teacher shall receive at least three (3) days' notice of the conference.
3. The conference shall precede the discipline as stated in 2 except in extreme circumstances where removal from duties may need to precede such conference.
4. If the conference results in an administrative recommendation of dismissal, the affected teacher shall have the rights afforded him/her under state law.

T204 TEACHING ASSIGNMENTS

1. Change in Assignments Defined
A change in assignments shall be defined as a change in a teacher's level and/or subject area within a building or unit.
2. Preferences
A teacher shall be assigned classes according to his/her certification. The assignment of all members of the bargaining unit shall be reviewed annually and each principal shall, prior to March 1, request all teachers to submit their assignment preferences for the ensuing school year.

3. Vacancy Posting in Building
Assignment vacancies which occur during the period between March 1 and the end of the school year shall be posted for three (3) days in the building or unit. Teachers currently assigned to the building or unit shall be considered concurrently with teachers outside the building or unit. When assignment vacancies occur, applicants for the vacancies shall be considered based upon training, experience and individual qualifications. If more than one teacher who is properly certificated applies for an assignment vacancy and their training, experience and individual qualifications are substantially equal, and such applicants include a teacher or teachers within the building or unit, the teacher within the building or unit with the greatest seniority shall be selected. If among applicants whose training, experience and individual qualifications are substantially equal, none is within the building or unit, seniority shall control the choice.
4. Department/Grade Level Recommendations
The principal shall direct each department, primary or intermediate grade level to meet for the purpose of recommending teaching assignments by May 1 for the ensuing school year.
5. Principal's Schedule
The principal shall consider the recommendation and establish a schedule.
6. Times for Assignment Change Notice
Changes in teaching assignments during the school year shall occur only for reasons of changes in pupil enrollment or program offerings. Such changes during the first quarter shall be completed within ten (10) session days subsequent to permanent enrollment day. All other changes shall take effect at the beginning of the quarter and affected teachers shall be notified by the end of the sixth week of the preceding quarter as to their tentative assignments.
7. Applicant Not Receiving Assignment
A teacher who does not receive the requested assignment shall receive upon request the reason in writing from the principal.
8. Alternative Programs Posting
Teaching assignments in the alternative programs shall be advertised and teachers shall be selected on a system-wide basis.
9. Screening Alternative School Applicants
All applicants to alternative school vacancies shall be submitted for screening to that alternative school.

10 Ensuing School Year Changes

Each year it is anticipated that a certain number of teacher assignments will need to be changed. Teachers shall be notified of their teaching assignments for the ensuing school year by the first week in July. It is the responsibility of each teacher to communicate with the principal concerning any dissatisfaction with his/her assignment by July 15. Changes between July 15 and the first day of school should be communicated to the teacher at his/her summer address, and shall be consistent with the provisions of the contract.

11. Teacher Day

- a. The teacher work day shall be no more than four hundred twenty (420) consecutive minutes per day, including a duty-free lunch period of thirty (30) minutes.
- b. The teacher's school day shall be determined by the principal after consultation with the faculty of the building.
- c. All non-vocational teachers shall have the preparation and/or conference time of not less than one hundred seventy-five (175) minutes per week. The preparation time shall not be assigned beyond the limits of the school day.
- d. The daily schedule in each marking period for a secondary non-vocational teacher shall consist of not more than a homeroom and two hundred eighty (280) minutes of classroom instruction. The balance of the time in the day shall be spent in other assignments, including preparation and/or conference time. Vocational teachers assigned to teach state-approved vocational programs may teach two (2) full three (3)-hour block programs per day.
- e. Teachers may leave the school or work center with the approval of the principal or his/her designee.
- f. Teachers shall not be assigned more than three (3) preparations in each marking period, including one-quarter ($\frac{1}{4}$) courses, unless after consultation with the teacher additional preparations are found necessary by the principal. It is recognized that some teachers in specialized areas and those that teach one-quarter ($\frac{1}{4}$) courses may exceed this number. A preparation is defined as a grade level designation within a subject area or a particular subject area which does not include grade level.

- g. Teachers assigned to more than one (1) school and/or unit shall have non-classroom duties at only one (1) school. The time allowed for travel shall not be during the thirty (30)-minute lunch period.
- h. Teachers shall not be required to participate in any pupil breakfast program unless it is within the four hundred twenty (420) minutes.

12. Professional Responsibilities

- A. The instructional responsibility includes the daily preparation for effective teaching, defining teacher goals in terms of the learner, having a wide knowledge of methods from which selection may be made, and the using of evaluative techniques that are consistent with those goals. However, these responsibilities are only one (1) element of the total professional task. Responsibilities, some of which require time beyond the school day as defined in paragraph 11(a) of this section, that are considered part of the contractual assignment are:
 - (1) Parent and student conferences to report and evaluate pupil progress.
 - (2) Conferences with other teachers and administrators regarding students.
 - (3) In-service training and staff meetings to improve the educational program. These shall be no more than two (2) building-wide staff meetings per month except in emergencies.
 - (4) Open House and orientation meetings.
 - (5) Committee assignments and student activities which do not require an extensive amount of time beyond the school day shall be distributed equitably by the principal after consultation with the Teacher Building Committee. No teacher shall be required to accept more than two (2) committee assignments functioning at any one (1) time at the building level (exclusive of the Teacher Building Committee). No teacher shall be required to accept more than one (1) student activity sponsorship functioning at any one (1) time.

- B. It is recognized that certain specified activities which require an extensive amount of time beyond the school day receive additional compensation beyond the regular salary schedule. Those activities which are recognized for additional compensation are indicated on the Salary Schedules for Athletic Activities and Extracurricular Activities.
- C. While teachers may participate in other activities beyond the school day not referred to above and in additional activities, such other or additional activities are voluntary, and shall not be a consideration in the appraisal process.

13. School Calendar

The school calendar for the school year(s) shall reflect student session days, record reporting day(s), professional meeting day(s) and paid/unpaid holidays.

Student Session Days. Days in which instruction of students takes place for no less than the minimum requirements of state statutes. These days shall include three (3) one-half ($\frac{1}{2}$) days per year which shall be used for record reporting on the last one-half ($\frac{1}{2}$) day of the first, second, and third terms. Three (3) additional school days per year in which classes are dismissed one-half ($\frac{1}{2}$) day early or the equivalent amount of time during a different number of days for the purpose of individualized parent-teacher conferences may be scheduled

181

Professional Meeting Days. The opening day and the last day of school without students for the purpose of preparing for the opening and closing of school.

Total Work Days 2
183

Paid Holidays. Seven (7) days considered as part of the work year that employees are not required to report.

7
Total School Year Days 190

14. Checkout Day

On the last day of school, the checkout procedure shall be expedited by the principal and teachers who option to be paid on the last day of school shall receive their checks upon completion of the checkout.

15. Monthly Calendar

The adopted school calendar shall be printed at Board expense in the "monthly" form presently used. Each member of the bargaining unit shall receive one (1) such copy of this printed calendar.

205 TEACHER ABSENCE

1. Professional meetings

Teachers shall be encouraged to attend professional meetings, which are judged to be in the interest of the schools, under rules promulgated by the superintendent covering assignment, payment of expenses, waiving of salary deductions or other pertinent matters. Payment of allowable expenses of teachers attending such meetings and the cost of any necessary substitute may be made.

2. Availability of Sick Leave Allowance

a. Pursuant to Section 3310.141 of the Ohio Revised Code, all full-time teachers shall accrue sick leave at the rate of one and one-fourth ($1\frac{1}{4}$) days per month for each year under contract. "Full-time" shall be defined as one hundred ninety (190) days or more of service for at least six (6) hours per day. Teachers who render less than full-time, per diem or hourly service, shall accrue proportionate amounts of sick leave for the time actually worked. Unused sick leave shall be cumulative without limitation. Sick leave shall be credited fractionally and accrued in accordance with the Ohio Revised Code.

b. The amount of sick leave available during any pay period shall not exceed the amount at the beginning of the pay period.

c. No sick leave shall be accumulated for a teacher in pay status of less than one (1) day in any pay period or less than eight (8) hours in any pay period.

3. Sick Leave Advance

Any teacher whose sick leave is exhausted shall receive an advance of five (5) days in the pay period in which loss or pay would otherwise occur. Said advance shall be charged against the sick leave he/she subsequently accumulates. No more than one (1) such advance shall be granted in any year from September 1 through August 31. Any balance of advanced sick leave remaining to an employee's credit at separation shall be deducted from the employee's final paycheck. In addition to the advance of five (5) days referred to above, a teacher is eligible for an advance up to an additional fifteen (15) days of sick leave in the pay period(s) in which loss of pay would otherwise occur subject to the following conditions:

- a. Said additional advance shall be charged against sick leave the teacher subsequently accumulates;
- b. No more than one (1) such advance shall be granted in any year from September 1 through August 31;
- c. No more than one (1) such advance shall be granted unless the teacher has accrued sufficient sick leave to repay any additional sick leave advanced;
- d. Any balance of advanced sick leave remaining to a teacher's credit at separation shall be deducted from the teacher's final paycheck;
- e. Such additional advance shall be made upon the written application of the teacher accompanied by a physician's statement showing the necessity of such additional advance and the written approval of the superintendent. Approval by the superintendent shall not be unreasonably withheld.
- f. The Federation shall advise teachers, both individually and collectively, as to the proper interpretation of provisions of this contract and of sections of the Ohio Revised Code relative to sick leave and as to the proper use of sick leave, nor shall the Federation condone any abuse of sick leave.

4. Termination of Employment and Sick Leave

- a. A teacher who leaves the employ of the Board shall retain his/her accumulated sick leave for ten (10) years from the date of termination of his/her last contract.
- b. A teacher re-employed by the Board who since leaving the employ of this Board has been employed by other boards of education or by state, county or municipal governments of Ohio shall receive full credit for sick leave accumulated both in the prior employ of the Board and in the employ of other agencies listed above as shown in the records of the last employing organization in accordance with the Ohio Revised Code.
- c. Any teacher being employed by the Board who has been in the service of another board of education or state, county or municipal government of Ohio shall receive full credit for the sick leave accumulated in this previous service as shown in the records of the last employing organization in accordance with the Ohio Revised Code.

5. Limitations and Requirements for Sick Leave Allowance

- a. No salary payment for days of absence under sick leave provisions shall be made to any teacher except as provided in subsequent paragraphs.
- b. Teachers may use sick leave for absence due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to others and for absence due to illness, injury or death of the teacher's immediate family.

(Immediate family includes: parent, step-parent, child, spouse, sister, brother, grandparent, grandchild, parent-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt, uncle, nephew and niece.)

- c. For an absence resulting from the aforementioned causes chargeable to sick leave, the prescribed form of the Board must be completed and is subject to administrative approval. This form shall accompany the advice of change in payroll which is signed and submitted by the principal or the person in charge.

6. Personal Illness or Injury

When there is evidence through a pattern of absence that a teacher is abusing sick leave, the administration shall give a written warning which shall include a written statement of reasons to that teacher and may in serious cases result in suspension or discharge according to Ohio Revised Code 3319.141.

7. Extended Absence Due to Personal Illness

If a teacher has been absent due to personal illness continuously for more than fifty-nine (59) days or is expected to be absent for such period due to personal illness and after consultation with the teacher, he/she shall be in unassigned sick leave status until his/her sick leave days have been exhausted or until the end of his/her current employment year, whichever is later, at which time he/she shall be placed on leave of absence or separated pursuant to applicable regulations and statutes. For purposes of this section, "current employment year" is defined as the year beginning August 1 and ending July 31, during some part of which the teacher has actually rendered service. A satisfactory teacher with more than one (1) year of service shall have the right to return to the position the ensuing school year.

No advance of sick leave for the ensuing school year shall be granted to a teacher in unassigned sick leave status.

Nothing in this section shall be construed to preclude a teacher from returning to active employment from unassigned sick leave status.

8. Death in Family

Teachers shall be allowed up to three (3) days of absence chargeable to sick leave for death in the immediate family. Additional days may be allowed, chargeable to sick leave, upon approval of the superintendent or his/her designee.

9. Personal Leave

Request for personal leave must be approved by the principal or his/her designee at least three (3) days prior to the time requested, except in emergencies. Approval shall be granted upon proper completion of the prescribed form except where the principal or his/her designee determines that adequate staffing cannot be maintained. Approval shall not be unreasonably withheld.

Three (3) personal leave days shall be available for teachers who are employed before January 1 in the school year from August 1 through July 31.

Any teacher employed between January and March 31 shall be allocated one (1) day for personal sick leave purposes.

Any teacher employed after March 31 shall not be allocated any days for personal leave purposes.

10. Military Leave Not To Exceed Thirty-One (31) Days.

Any teacher may, at any time upon application and approval thereof, be granted a leave of absence for military service not exceeding thirty-one (31) days in one (1) calendar year as specified in Section 5923.05, Ohio Revised Code. If the teacher's military pay during such a period of absence is less than his/her regular pay would have been for such period, he/she shall be paid by the Board the difference between his/her regular pay and his/her military pay for such period. In determining the teacher's military pay for the purpose of this section, allowances for travel, food, housing or uniforms shall not be considered, but any other pay or allowance of whatever nature, including longevity pay, shall be considered.

11. Extended Military Service

A teacher who leaves his/her position to serve in the armed forces of the United States, as defined by law (Ohio Revised Code 3319.14) shall be considered to be on special leave of absence; and he/she shall be entitled to

return to the service of the Cincinnati Public Schools under the terms of pertinent statutes, except that said teacher must return to service with the schools before one (1) year has elapsed from date of discharge. Upon such return, the teacher shall be returned to service in the school without loss of professional or financial status.

12. Non-Compensated Leaves of Absence

A. Personal Illness or Illness in Immediate Family

Upon proper application and verification thereof, a teacher, except those employed in non-contract positions, shall be granted a leave of absence without pay for personal illness or illness on the part of the teacher's immediate family for the current school year.

B. Study and Peace Corps

Upon proper application and approval thereof, a contract teacher with three (3) years of satisfactory service may be granted a leave of absence for study, Peace Corps or exchange teaching in a school outside the Cincinnati Public School system when such teaching is clearly in the interest of Cincinnati Public Schools. A contract teacher may be granted additional leaves of absence, without pay, of like duration for such purposes upon completion of additional periods of professional service of three (3) or more years.

C. Travel and Special Consideration Leaves

A teacher who has completed five (5) or more continuous years of contract status service as a member of the professional staff of the Cincinnati Public Schools, and who has attained continuing contract status, may upon recommendation of the superintendent be granted a leave of absence without pay for travel or such other purposes. A teacher may be granted additional leaves of absence without pay for such purposes upon completion of additional periods of professional service of five (5) or more years.

D. Maternity/Parental/Adoptive Leave

(1) A teacher anticipating the birth or adoption of a child to the family may request a maternity/parental or adoptive leave of absence.

(2) A teacher desiring such leave shall send, as soon as possible, to the Certificated Personnel Branch a request for such leave which shall

indicate the date desired to begin such leave. The request shall be accompanied by a statement from the physician indicating the anticipated birth of the child. In the case of a request for adoptive leave, a statement from the adoption agency may be substituted for the physician statement.

- (3) The teacher shall, except in unusual circumstances, plan such leave to begin at a natural break in the instructional program, such as the end of a unit of study, the end of a marking period, the beginning of a vacation period, so that effectiveness of instruction may be maintained. If the conditions set forth in subparagraphs (1) and (2) above are met, the request for leave shall be granted.
- (4) The date of return from such leave shall be determined by the teacher after consultation with her physician, where applicable, and shall be planned to coincide with a natural break in the instructional program.
- (5) The Certificated Personnel Office may require a statement from the teacher's physician stating that the teacher's health will not be jeopardized by her remaining at work prior to leave or her returning to work following leave.
- (6) A maternity/parental/adoptive leave shall be for a definite period, usually the current contract year (unless the leave commences in the second, third, or fourth term of the contract year in which case it may extend, at the teacher's discretion, through the next ensuing contract year), subject to renewal for medical reasons substantiated by a physician's statement.

E. Public Service Leave

A teacher has the right to become a candidate for public office and to serve in such elective office unless there is a specific legal prohibition. Upon application, leave of absence without pay in order to run for or serve in public office shall be granted. Upon return from public service leave, the teacher shall be restored to his/her former contract status.

F. Duration of and Return From Leaves of Absence

A leave of absence shall be for a definite period, usually the current contract year, subject to renewal at the discretion of the superintendent, as provided elsewhere in this contract.

Return from leave of absence prior to the stipulated expiration date shall be permitted. Assignment shall be made to the first available vacancy for which the teacher is qualified.

13. Jury Duty

Any teacher who is not successful in exercising any available option of exemption from jury duty shall suffer no loss of pay providing that any compensation received other than for travel expense shall be remitted to the Board of Education.

14. Civil Disturbance

In case of a civil disturbance which occurs before the teacher leaves his/her residence for his/her assignment, the teacher should make every effort to contact the proper school authorities who will determine whether the teacher will be required to report to work. Teacher compensation shall not be affected nor shall the teacher lose any sick days or personal leave days by school closing due to civil disturbances. If the teacher is re-assigned, he/she shall report to another school where no such disturbance exists.

15. Appearance in Court

a. In case of absence from duty in response to a subpoena in (1) a court proceeding or (2) an administrative hearing, in which neither the teacher nor the Federation is a party, there shall be deducted from the salary of the teacher the amount of any witness fee or other compensation, exclusive of any reimbursement paid specifically for expenses incurred by reason of such subpoena.

b. In case of absence from duty for (1) a court proceeding or (2) an administrative hearing, in which the teacher or the Federation is a party, no salary shall be paid to the teacher for the period of absence, except as allowed under the appropriate sections of Board policies, unless in the judgment of the superintendent the teacher should receive pay because the court proceeding or administrative hearing arises from a justifiable line of duty action on the part of the teacher.

16. Federation Conventions

Teachers shall be given released time without loss of pay or benefits to attend the following conventions and subject to the following limitations:

Conference	Frequency	No.of Days	Delegates
QuEST Conference	1 per year	1	Up to 10
AFL-CIO Ohio Convention	1 every 2 yrs.	2	Up to 5
OFT Convention	1 per year	2	Up to 30

17. Assault Leave

- a. Effective on September 1, 1977, and pursuant to Section 3319.143 of the Ohio Revised Code, the Board shall provide teachers with assault leave by which a teacher who is absent due to physical disability resulting from an assault which occurs in the course of employment shall be maintained on full pay status during the period of such absence. A teacher suffering such an assault may request assault leave by furnishing a signed statement on a form prescribed by the Board. Assault leave shall be granted upon approval of the request by the superintendent. Approval by the superintendent shall not be unreasonably withheld. The superintendent may from time to time review the status of a teacher on assault leave so as to determine whether such leave shall continue. A teacher returning from assault leave shall be treated in the same manner as a teacher returning from sick leave. A teacher who has been on assault leave more than 45 days shall apply for disability retirement benefits from the State Teachers Retirement System.
- b. If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment. Falsification of either a signed statement or a physician's certificate is ground for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.
- c. Assault leave granted under this section shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code. All earnings paid under this section are in lieu of workmen's compensation benefits.

1. Faculty Meeting Decisions
Final action or decisions made at faculty meetings shall not be inconsistent with this contract and shall be posted on school bulletin boards or in daily/weekly bulletins.
2. Elementary Library Session
When an elementary class is taken to the library for the presentation of a regularly scheduled lesson by the librarian, the class teacher may with the approval of the principal use the time for a preparation period or another assignment.
3. Contributions/Donations
Solicitation of teachers for contributions and/or donations shall be limited to announcement of opportunities for such contributions. The Federation and the Board recognize the special importance of the United Appeal and encourage every reasonable effort toward participation.
4. Money for Supplies
The dollar apportionment for supplies made available to the school or unit shall be made on an equitable basis system-wide.
5. Adequacy of Supplies
Supplies, equipment and instructional material necessary for the implementation of all programs and course work shall be provided to teachers for each school year.
6. School Budget
All teachers shall have the right to scrutinize the entire financial budget for their school.
7. Faculty Facilities
The Board shall continue its efforts to keep the schools reasonably and properly equipped and maintained. School building inadequacies develop because of changes in enrollment, shifts in area population, changes in educational programs, and normal depreciation and obsolescence. It is recognized that at some buildings there are inadequacies, involving such facilities as: school-site parking; classroom, including tack board, storage, and intercommunication system; teacher work areas; conference rooms; lounges, and restrooms. To correct such inadequacies, a continuous program of construction is required. A systematic program shall be developed to the end that existing school buildings will be upgraded to eliminate inadequacies as rapidly as funds and conditions permit. When new schools are constructed, they will include teacher facilities of the nature noted above.

8. Faculty Space
A facility shall be available to teachers during the school day where liquid refreshments may be purchased.
9. Use of Intercom
An oral signal shall be given to indicate the intercom is "on." Announcements shall be made at times mutually agreed upon by the Teacher Building Committee and the principal.
10. Maintenance of Communications Systems
The administration shall be responsible for the efficient operation of the public address system.
11. Telephone Calls
Each individual teacher receiving an emergency telephone call shall be notified of such call.

T210 TRANSFER PROCEDURES

1. Posting of Vacancies
On or before April 25, the Certificated Personnel Office shall announce throughout the school system known vacancies, as of April 10, which have resulted from separations from service, other personnel transactions, and new positions. Teachers desiring a transfer to one or more of these vacancies (who have not already filed a transfer request or responded to a posted notice or announcement in their school) may file a transfer request until May 1. All transfer requests received by May 1 shall be considered along with teachers affected by a reduced enrollment (surplused teachers), teachers returning from leave of absence and unassigned teachers. Those requests received subsequent to May 1 shall be considered after requests received on or before May 1 have been considered.

It is understood that any vacancy announced on or before May 1 is subject to a teaching assignment in the building in which the vacancy occurred.

2. Voluntary Transfers
A teacher's request for transfer to another building or unit shall be honored to the extent that the teacher is qualified, provided that the transfer is consistent with the racial balancing of the staff.

Requests for transfer for the next school year shall be made in writing to the Certificated Personnel Office by May 1. A transfer request shall be valid for one (1) year (May 1 through April 30). If a request for transfer is not granted, a new request must be submitted the following year, if the transfer is still desired. For the purpose of voluntary transfers, new teachers employed during the school year shall be considered as on temporary assignment until the close of the school year. Teachers on such temporary assignment if retained shall be reassigned to a permanent position if their temporary assignment is filled.

3. Withdrawal of Transfer Request

A teacher may withdraw his/her name from the transfer list at any time prior to written notification of transfer from the Certificated Personnel Office.

4. Teacher Refusal of Transfer

A teacher may refuse a voluntary transfer after notification of transfer only for extenuating circumstances and if it is feasible to move the replacement. Said refusal shall not prevent subsequent reapplication for transfer.

5. Determining Factors In Granting Transfer Requests

If more than one (1) teacher who is properly certified requests a transfer to a specific building or unit, and training, experience, and individual qualifications are substantially equal, and the transfer is consistent with the racial balancing of staff, seniority shall control the choice.

6. Notice of Transfer Granted

All notices of transfer shall be in writing from the Certificated Personnel Office.

7. Administrative Refusal of Transfer Request

Teachers shall be given in writing specific reasons for refusal of transfer request within thirty (30) days after it is determined that transfer is not possible.

In the event of a successful grievance, the remedy shall be to place the grievant in the vacancy requested at the beginning of the next reporting period or quarter in the instructional program. The person who has been displaced as a result of a successful grievance shall be given preference in assignment to a similar vacancy elsewhere when available.

8. Involuntary Transfers

A teacher receiving an administrative transfer shall be informed in writing with the reasons delineated by the Area Director.

9. Surplussing

a. Decreased enrollments shall be treated by the following procedures taken in order of priority:

- (1) Before a teacher is treated as "surplus," voluntary transfer requests from that teacher's building shall be granted if the position is available.
- (2) Before a surplus teacher is transferred from his/her school, that teacher who is properly certificated may displace a junior teacher within the building, provided training, experience, and individual qualifications are substantially equal, and the transfer is consistent with the racial balancing of staff.
- (3) When a surplus teacher is to be transferred from his/her building, that teacher shall have the opportunity to express preferences for existing vacancies and be placed along with those teachers requesting a transfer, teachers returning from leave of absence and unassigned teachers. If a choice needs to be made between two (2) or more teachers who are properly certificated and their training, experience, and individual qualifications are substantially equal and the transfer is consistent with the racial balancing of staff, seniority shall control the choice.

b. For employees classified as driver-training teachers, the above surplussing procedures shall not apply and such employees shall be surplusd on a system-wide basis. If a choice needs to be made between two (2) or more such employees who are properly certificated and their training, experience and individual qualifications are substantially equal, seniority shall control the choice.

c. When the number of employees in any of the following classifications is reduced, such employees shall be identified for change of status on a system-wide basis. If a choice needs to be made between two (2) or more such employees who are properly certificated and their training, experience, and individual qualifications are substantially equal, seniority in the position classification shall control the choice. Such classifications are counselors,

teacher-librarians, librarians, visiting-teachers, examiners, school nurses, teacher-specialists, coordinating teachers (190 days), coordinating teachers (210 days), librarian-catalogers and teachers-in-charge.

Before a surplus employee, who has been changed in status from a non-teaching-position-classification to a classroom teacher, is transferred from his/her school, that employee shall have the opportunity to exercise the rights set forth in 9 (A)(2) and 9(A)(3) above.

d. Alternative Schools Surplussing

- (1) When an entire alternative school is relocated to a new site, all teachers assigned to such alternative school who desire to remain with the school by transferring to the new site may do so, provided that positions are available.
- (2) When an alternative program, or a portion of an alternative program within a school, is relocated to another school building, those alternative program teachers whose positions are eliminated in the original building shall be treated as surplus teachers in accordance with paragraph 9(a) above. A teacher requesting assignment to a vacancy in an alternative program or school who has already completed the screening process for the type of alternative program in question (e.g., Spanish bilingual), as provided in Section T204, paragraphs (8) and (9) shall not be required to repeat the screening process.
- (3) When new positions are added in any alternative program within a building or in an alternative school, such positions shall be treated as vacancies which shall be filled in accordance with Sections T204, paragraphs (8) and (9) and T210. A teacher requesting assignment to a vacancy in an alternative program or school who has already completed the screening process for the type of alternative program in question (e.g., Spanish bilingual), as provided in Section T204, paragraphs (8) and (9) shall not be required to repeat the screening process.

(4) Any teacher who is declared surplus shall be entitled to exercise the right to displace a junior teacher in either the regular or alternative program within the building in accordance with paragraph 9(a)(2) and (3) above. A surplus regular program teacher who desires to displace a junior alternative program teacher shall be required to complete the screening process for assignment to alternative programs, as provided in Section T204, paragraphs (8) and (9).

- e. Returning to Original School
Teachers transferred because of decreased pupil enrollment shall have the right to return to their original school in the reverse order of their transfer out, provided a request for such transfer is made and the return can be accomplished within two (2) years of the original transfer and the transfer is consistent with the racial balancing of staff.

T211

SENIORITY

Seniority shall be defined in priority as follows:

- a. Total number of continuous contractual years in the Cincinnati Public Schools, including any period of approved leave. Teachers whose contracts were not renewed in April 1974 but who were rehired during the 1974-75 school year, shall be considered as having continual contractual service.
- b. Total number of years in the school building of current placement.
- c. Total number of years in the assigned subject area and/or level.
- d. Total number of years employed as a certificated teacher in a state-approved institution(s).

1. Introduction

When conditions such as declining student enrollment, limited financial resources, reduction in or discontinuance of selected services occur, it may be necessary to implement a "Reduction-in-Force" (RIF) procedure. For the purpose of this RIF procedure, the following definitions are used:

Reduction-in-Force - to discontinue the services of employees serving in a given classification because of a reduction in the number of positions available.

Position Classification - a position title which is listed on the employee salary schedules by the Cincinnati Board of Education.

Displacement - the exercising of the right of an employee with greater entitlement to a position causing another employee with lesser entitlement to be removed from a position within the position classification.

Entitlement - rights of employees determined by the application of the specified criteria listed in Section 2.

2. Criteria

The following criteria are to be applied in order of priority as listed:

- a. Certification - appropriate certification for the grade level, subject matter to be taught and/or for the position classification.
- b. Contractual Status - for the purpose of reductions in the position classification of classroom teacher - teachers with limited contracts shall be considered before those with continuing contracts.
- c. Part-time Employment - part-time employees serving under limited contracts shall be considered for reduction-in-force before consideration of full-time employees.
- d. Training, experience and individual qualifications.

- e. (1) Total number of continuous contractual years of service in the Cincinnati Public Schools in position classification, including any period of approved leave. Employees whose contracts were not renewed in April, 1974, but who were rehired during the 1974-75 school year, shall be considered as having continuous contractual service.
- (2) Total number of continuous contractual years of service in the Cincinnati Public Schools, including any period of approved leave. Employees whose contracts were not renewed in April, 1974, but who were rehired during the 1974-75 school year, shall be considered as having continuous contractual service.
- (3) Total number of years employed as a certificated teacher in a state-approved institution(s).
3. If a choice needs to be made between two or more teachers who are similarly situated with respect to Criteria a, b, and c, and training, experience and individual qualifications are substantially equal, the teacher with the greater seniority as defined in order of priority in E above shall be retained.
4. Displacement
An employee who suffers a reduction-in-force who is serving in a position classification other than teacher, and who served as a teacher in the Cincinnati Public Schools prior to assignment in the current position classification, shall have the right to exercise entitlement to a teaching position under the provisions of Section T210.9(c).
5. Re-employment
An employee displaced as a result of RIF procedures shall be considered for re-employment to the position classification to which he or she has entitlement and from which displaced before such vacancy is filled by an employee who has not served in the position classification previously or a candidate not currently employed by the Cincinnati Board of Education.

Employees shall be re-employed based upon the criteria specified in Section 2. If a choice needs to be made between two or more teachers who are similarly situated with respect to Criteria a, b, and c, and training, experience and individual qualifications are substantially equal, the teacher with the greater seniority as defined in order of priority in E above shall be re-employed. Entitlement to re-employment shall remain in effect for one school year.

6. These procedures shall apply to reductions-in-force only when implemented under the provisions of Sections 3319.11 of the Ohio Revised Code.
7.
 - a. It is agreed that the RIF procedure contained herein shall not be subject to any judicial proceeding, legal or equitable, for any purpose whatsoever.
 - b. Teachers who are not selected for retention or for re-employment may file a grievance and proceed to advisory arbitration as the exclusive remedy for alleged RIF violations. Other remedies, legal or equitable, if any, are expressly waived with the exception of remedies which may be possessed by tenured teachers by virtue of possessing continuing teaching contracts.

G300 GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance
A "grievance" shall mean a complaint in writing that there has been an alleged violation, misinterpretation or misapplication of any provision(s) of this contract, which arose during the term of this contract or the predecessor contract. Such grievance shall be submitted on the prescribed form which shall be available in the school office and from the Federation Representative.
2. Grievant
The "grievant" shall mean the teacher, teachers or the Federation filing the grievance.
3. Days
The term "days," when used in this section, shall mean contract working days unless otherwise indicated. Thus, weekends and vacation/recess days are excluded.

B. GENERAL PROVISIONS

1. Purpose
Good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions to problems in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure equitable solutions to problems at the lowest possible administrative level. The grievance proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Step Before Formalizing Grievance
Prior to the formalizing of any grievance into writing, the employee may request a conference with the supervisor for the purpose of presenting a complaint, as well as the possible resolution of the complaint. It shall be the employee's prerogative to have a representative present at such conference or at any other step in the grievance procedure.
3. Federation Right
The Federation shall have the right to appear at any level of the grievance procedure and shall receive copies of all written decisions and records pertaining to the grievance.
4. Rights of Grievant/Representative
Every teacher shall be represented by the Federation in the grievance procedure. The teacher shall have the right to be present at any grievance discussion and shall be present at any grievance discussion when the Board and/or the Federation deems it necessary. When the presence of a teacher at a grievance hearing is requested by either party, illness or other incapacity of the teacher shall be grounds for any necessary extension of grievance procedure time limits. The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal and any administrator's failure to give a decision within the time limits permits the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
5. Protection of Grievant
An employee who participates or intends to participate in any grievance as defined herein shall not be subjected to discipline, reprimand, warning or reprisal because of such participation or intention. All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participant.
6. Hearings/Conferences
Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours or during non-teaching time of personnel involved. When such hearings and conferences are held at the option of the administration during school hours, all employees whose presence is required shall be excused, without loss of pay or benefits for that purpose.

7. Selected Time of Processing

It is agreed that any investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in no interference with or interruption whatsoever of the instruction program and related work activities of the teaching staff.

8. Expediting Grievance

Grievances shall be expedited. The time limits specified may be extended by mutual agreement.

9. Reducing Time Limits

If a grievance is filed which might not be finally resolved under the time limits set forth herein prior to the end of the school year, and which if left unresolved until the beginning of the following school year, could result in irreparable harm to those involved in the grievance, the time limit set forth herein shall be reduced so that the grievance procedure may be concluded prior to the end of the school year.

C PROCEDURE

1. Level One

A grievance must be filed in writing with the principal or the appropriate administrator within fifteen (15) days after said event, upon which it is based, or within fifteen (15) days after said event could reasonably be assumed to have been known by either a teacher or the Federation. The grievance conference shall occur within five (5) days after the grievance is filed. The grievant shall be accompanied by the Federation Building Representative or any other Federation representative of the grievant's choosing. The principal or appropriate administrator shall render a written decision within five (5) days of the grievance conference.

2. Level Two

In the event a grievance has not been satisfactorily resolved at Level One, the Federation shall file, within five (5) days of the principal's or the appropriate administrator's written decision at Level One, a completed copy of the Grievance with the Director of Employee Relations. Within five (5) days after such written grievance is filed, the grievant, the Federation, and the Director of Employee Relations or his/her designee should meet to resolve the grievance. The Director of Employee Relations or his/her designee shall file his/her decision within five (5) days of the Level Two meeting and communicate it to the grievant and the Federation.

3. Level Three

- (a) If the grievance has not been satisfactorily resolved at Level Two, the Federation may demand advisory arbitration by requesting a list of seven (7) names from the Federal Mediation and Conciliation Service. The Board and the Federation shall alternately strike names until one (1) remains who shall be the advisory arbitrator.
- (b) The advisory arbitrator shall not have the authority to alter, modify, add to or subtract from any of the terms of this contract.
- (c) The advisory arbitrator is expected to schedule a hearing with the parties to this contract as soon as possible and to issue a written advisory opinion as soon as possible after the close of the hearing.
- (d) The costs for the services of the advisory arbitrator shall be shared equally by both parties.
- (e) Within five (5) days after receiving the written advisory opinion, the superintendent shall render another written decision.
- (f) Within ten (10) days after receiving the decision of the superintendent, the Federation may appeal the decision in writing to the Board. The Board within fifteen (15) days shall either sustain the decision of the superintendent or give an alternate decision.
- (g) Post-hearing briefs, if any, shall be filed within twenty (20) days of the receipt of transcript, or within twenty (20) days of the close of the hearing if no transcript is ordered. The arbitrator shall render a decision in writing within forty-five (45) days after post-hearing briefs have been submitted or within forty-five (45) days after the hearing, if no briefs are to be filed.

D. ALTERNATIVE PROCEDURE

- 1. In lieu of the arbitrator selection procedure in paragraph C-3, the Board and the Federation may agree on a panel of five (5) advisory arbitrators to hear and decide cases for one (1) year on a rotating basis. The entire selection procedure shall be determined by agreement of both parties and, if agreement is not reached, the procedure in paragraph C-3 shall be followed.

2. The arbitrator selected to consider a particular grievance shall be that arbitrator next in order of rotation who can schedule the hearing with the parties within thirty (30) days.
 3. The arbitrator shall schedule a hearing with the parties within (30) calendar days of notification. If no arbitrator is able to schedule a hearing with the parties within the prescribed time limit, the grievance shall be assigned to the arbitrator able to schedule the hearing with the parties at the earliest date thereafter.
 4. Each September, at the request of either party, the Board and the Federation shall attempt to select by mutual agreement a new panel of advisory arbitrators.
- E. Tenured Teacher Termination
Notwithstanding paragraph C-3 (Level Three) which provides for advisory arbitration, binding arbitration is provided at Level Three in lieu of statutory proceedings, upon waiver by the affected teacher, on all teacher dismissal cases. Nonrenewals of teachers on limited contracts are not covered by this provision for binding arbitration.
- F. Non-Tenured Teacher Termination
A non-tenured teacher who has completed five (5) consecutive years of satisfactory or better service has the right to file a grievance challenging the Board's decision not to renew his/her contract and to pursue that grievance to advisory arbitration. Challenges to other decisions of non-renewal shall follow the appeal procedure contained in the Teacher Appraisal Manual.

P400 PUPILS

A. STUDENT DISCIPLINE

1. General Agreement
The Federation and the Board mutually agree that every pupil has the right to learn and to develop to his/her maximum potential, and that the maintenance of an educational environment conducive to this growth and learning shall be the dual responsibility of the teacher and the administration.

2. Administrative Support of Teacher

In order to insure an educational environment that promotes learning, the classroom teacher shall have the full support of the Board in maintaining classroom discipline. Professional support services shall be provided to insure that every student's opportunity for an education is protected.

3. Teacher Rights

A teacher shall have the right to remove from class pupils exhibiting disruptive behavior. Disruptive behavior includes the use of violence, force, coercion, threat, harassment, insubordination, or repeated acts of misbehavior causing the disruption or obstruction to the educational process, including all curricular and extracurricular activities affecting teachers while acting in the course of their employment.

4. Self-Defense

A teacher may use such force as shall be reasonable and necessary to protect himself/herself from attack, to prevent school property from damage and/or destruction, and/or to prevent possible injury to another person.

5. Procedure

- a. Any student removed from class or extracurricular activity by a teacher shall be sent to the building/unit administrator in charge with a written statement from the teacher stating reasons for removal. If the teacher desires the administrator to schedule a parent conference, that desire should also be stated in writing. If the administrator and the teacher agree that a parent conference is desirable, the conference shall be scheduled by the building/unit administrator as soon as possible.
- b. If a teacher removes a student exhibiting disruptive behavior from class and requests in writing with reasons stated therefor that the student be "held" until the teacher can discuss the matter with the building/unit administrator, the student shall not be readmitted to that teacher's class until the discussion has taken place. This section shall not be abused.

- c. The suspension, expulsion and removal from school of students shall be made in strict compliance with Ohio Revised Code 3313.661 and 3313.66 and Board policy 5144.
 - d. In accordance with Board policy 5113.2 (September, 1976) on mandatory expulsion, a building/unit administrator shall immediately notify the police and the superintendent.
6. Chronically Disruptive Actions
When a pupil's actions are chronically disruptive, the Board shall make some other placement of the pupil within the limits of the laws governing school attendance.

B. TEACHER ASSAULT BY STUDENT

1. Circumstances/Recommendation
A student assaulting a teacher who is performing a duty in the line of employment including extracurricular duties shall be immediately suspended and a recommendation for expulsion be made to the superintendent as provided in Board policy 5113.2 by the building/unit administrator.

A teacher suffering such assault shall submit written facts of the incident to the building/unit administrator and the Federation Building Representative.

2. Copies of Assault
The building/unit administrator shall submit a written report of the assault to the superintendent. The teacher shall be given a copy of the report upon request.

3. Board's Responsibility
The Board shall:

Obtain information from the building/unit administrator and investigating police officer concerning the case.

Function as liaison between the teacher and all factions operating in the case.

Provide the teacher with released-time for the legal court appearance stemming from his/her professional activities.

Insure that the teacher shall not lose compensation or accumulated leave.

4. Assistance in Assault Cases

- a. A teacher who is required to appear in court for an action taken in the exercise of duty shall be assisted to the extent of legal limits by the Board. In civil matters, the City Solicitor will be asked to defend any teacher who does not possess insurance coverage. The teacher shall receive compensation for absence from duty for a court proceeding or administrative hearing when such absence arises from a justifiable line of duty action on the part of the teacher.
- b. Principals shall report to the superintendent all cases of assault and/or battery suffered by teachers in connection with their employment.
- c. The Board shall immediately notify the teacher of his/her right to file charges against the student and inform him/her of procedure to be followed.

C. PUPIL ADJUSTMENT

1. Psychological Testing Referral

Where a referral for psychological testing is deemed appropriate by the teacher(s), the counselor (where applicable), and the principal, a request for parental approval shall be sought immediately. If parental approval is obtained, the principal shall forward the referral form to Psychological Services Branch immediately.

2. Make-Up Work/Unexcused Absence

The opportunity to make up class work as a result of an unexcused absence is at the discretion of the teacher and the principal.

3. Informing Teacher of Problem

A teacher who is assigned a pupil known to have a physical, social or emotional problem shall be informed by the administrator or counselor of the nature of the problem.

4. Administrator Present In Building

For the protection of both pupils and teachers, there shall be an administrator or his/her designee present when the building is open. During an extended period of absence of more than five (5) days, his/her designee if a teacher shall be relieved of teaching responsibility.

5. Student Absence
The teacher shall have the discretion to deny credit to a student who has failed to meet the course requirements because of excessive absence. In such cases, the teacher shall report a grade of "X".
6. Grades
No grade given to a student by a teacher shall be changed unless the principal initials such change.
7. Pupils in Building
All pupils who are not under the direction of a staff member or Board designee shall be out of the building within fifteen (15) minutes of the close of school.
8. Student Transportation/Excess Liability Insurance
The Board shall continue to provide the excess liability insurance coverage for a teacher in his/her automobile whenever that teacher transports a student(s) in his/her automobile in the course of any school-related activity.

S100

STAFFING REQUIREMENTS

The Board and the Federation recognize that pupil-teacher ratios and pupil-specialist ratios are important aspects of an effective educational program. Board Policies 6151 and 6151.3 shall be incorporated herein by reference and shall not be amended by the Board until the superintendent or his designee notifies the Federation 30 days prior to the effective date of the proposed amendment. Following such notification, at the Federation's request, the superintendent or his designee shall schedule a meeting within five (5) days with the Federation to discuss the proposed amendment and to consider any alternatives offered by the Federation. Following such meeting, if the Federation remains dissatisfied with the proposed amendment, it may submit a written report to the Board five (5) days before the effective date of the proposed amendment raising any objections. The Board shall consider this report before adopting an amendment to Board Policies 6151 and 6151.3. Days are calendar days.

Concerns about the interpretation or application of the Board's policies on staffing shall immediately be brought by the Federation to the attention of the superintendent for his review and disposition.

CE100

CONTINUING EDUCATION DAY CONTRACT TEACHERS

1. Continuing Education Day Contract teachers will be placed on Salary Schedule C. For Continuing Education Day Contract Teachers, the following exceptions apply:
 - (a) Contrary to T204, paragraph 11, the teacher's day consists of six hours per day instructing students and/or performing other duties assigned by the principal and $\frac{1}{2}$ hour per day for preparation and $\frac{1}{2}$ hour per day for duty-free lunch.
 - (b) Summer employment will be at the summer school rate on Salary Schedule G, except for teachers in the LPN summer program who will be paid at the teacher's daily rate. Any qualified teacher in the Cincinnati Public Schools may apply; however, Continuing Education Day Contract teachers shall be given preference for summer employment.
 - (c) Contrary to T204, paragraph 6, changes in assignment shall be made upon two (2) weeks' notification.
 - (d) T204, paragraph 11(f), does not apply to teachers assigned to individualized learning laboratories.

SFB500

SALARIES/FRINGE BENEFITS

A. SALARIES

1. Appendix A
The salaries of teachers covered by this contract are set forth in Appendix A, which is attached hereto and made a part of this contract.
2. Initial Position on Salary Schedule
 - a. The initial salary of a teacher shall be the minimum on the schedule for which the teacher is qualified, plus any allowance due the teacher for prior teaching experience and/or military service. Allowance for prior teaching experience shall be made on the basis of:
 - b. One (1) year of credit for each year of teaching experience up to a maximum of ten (10) years of which no more than two (2) years may be substitute teaching experience.

- c. Allowance for military service shall be made on the basis of one (1) year of credit for each year of military service up to a maximum of six (6) years.
- d. Allowance for a combination of prior teaching and military service shall be made on the basis of one (1) year of credit for each year of military service up to a maximum of six (6) years, and prior teaching experience up to a maximum of ten (10) years.
- e. One (1) year of credit for a minimum of six hundred (600) hours of teaching experience within a given school year (September 1 through August 31), up to a maximum of ten (10) years shall be given to teachers formerly on an hourly basis at Stowe and McMillan prior to being placed on Schedule C [December, 1979].
- f. School nurses shall receive credit for each year of school nursing experience up to a maximum of ten (10) years. Effective January 1, 1975, non-degree school nurses with a Four-Year Provisional or higher certificate shall be paid as Class II teachers.
- g. In determining the initial salary of a teacher of trade and industrial vocational subjects, a year of work experience, either at the apprenticeship level or beyond, shall be accepted as a substitute for a year of college or university work, and a total of four (4) years of such work experience, or of four (4) years of college or university training and work experience combined, shall be accepted in lieu of college graduation. Any year of work experience above the apprenticeship level, which is not used for satisfying the college graduation requirement, shall be accepted in lieu of teaching experience. No work experience of any kind shall be accepted in lieu of college training or teaching experience unless such work experience shall have been directly related to the specific vocational field in which the person is assigned.

3. Increments

Salary increments become effective at the beginning of each contract year. Future increments are based upon the completion of the appropriate number of days of prior service.

Annual advancements in salary shall be granted in accordance with the rates of increments specified in the salary schedule until the proper maximum salary has been attained.

A teacher who has been employed full-time and has received pay for at least one hundred twenty (120) days is eligible for an annual increment at the beginning of the next school year.

4. Salary Classification

Teachers shall be placed on the appropriate salary schedule by the superintendent based upon the experience and preparation of the teacher. (See salary schedule in Appendix A.)

5. Term of Service

~~All personnel~~ included under this salary schedule have an annual term of service as per the teacher's individual contract.

6. Ten-Day-Pay Plan

The following provisions shall become effective 1981-1982 school year:

The first paycheck of the school year shall be available in the schools within fifteen (15) working days after the opening of school. Teachers have the option of choosing one of the following pay plans:

Plan A - Checks issued regularly during a twelve-month period and each check for a ten-working day period; or

Plan B - Checks issued regularly for ten-working day pay periods from the opening of school through the end of school.

The two ten-working-day pay plans shall not be construed so as to limit or restrict the Board's authority to establish and amend the school calendar or to open and close schools in accordance with state law.

7. Delivery of Night School Paychecks

Certificated night school teachers who are also day school classroom teachers on an annual rate shall have their night school paychecks delivered to them at their day schools.

8. Effective as of the first full pay period in January, 1982, a wage increase of 7% of the wage rate in April, 1981 shall be paid in strict accordance with Appendix A

9. Any state-mandated salary increase shall be part of, and shall not be in addition to, any salary increase resulting from the application of this Article.

B. FRINGE BENEFITS

1. Group Hospitalization, Medical Insurance and Dental Plan.

Upon application by the teacher, the Board will participate in the cost of health (medical and dental) coverage under the Board group plan(s) as follows:

a. The cost of a single health contract or a family health contract for any teacher appointed for six-tenths (6/10) time or more, less fifty-four dollars (\$54) per year for a family health contract and thirty-six dollars (\$36) per year for a single health contract which shall be periodically deducted from the teacher's paychecks under Plan A or Plan B.

b. One-half (1/2) the cost of either a single health contract or a family health contract for any teacher appointed for less than six-tenths (6/10) time, less fifty-four dollars (\$54) per year for a family health contract and thirty-six dollars (\$36) per year for a single health contract which shall be periodically deducted from the teacher's paychecks under Plan A or Plan B.

c. The contribution by the Board to the extent indicated in paragraph 1(a) and 1(b) above will be applied to "Part C" health contracts for eligible teachers and their spouses.

d. Teachers shall not be eligible for coverage under the Board group plan unless part or all of the fee is payable by the Board.

- e. Coverage in the Board group plan shall be limited to the following:
 - (1) Individual Coverage - Benefits equivalent to Basic Blue Cross, Basic Blue Shield, Dental and Major Medical Supplementary in one (1) package.
 - (2) Family Coverage - Benefits equivalent to Basic Blue Cross, Basic Blue Shield, Dental and Major Medical Supplementary in one (1) package.
 - (3) "Part C" - individual coverage for a teacher over sixty-five (65) and/or his/her spouse over sixty-five (65) equivalent to Basic Blue Cross, Basic Blue Shield, Dental and Major Medical Supplementary in one (1) package.
 - f. The dental benefits portion of the health coverage, which will be effective October 1, 1981, contains benefits equivalent to Blue Shield Major Dental Program III: basic benefits payable at 80%; other benefits payable at 50%; aid to preventive dentistry rider; deductible of \$75 per member with a maximum deductible of \$225 per family (a maximum of \$75 per family member may be applied toward the family deductible) during each 12-month benefit period (October 1 through September 30); and maximum payment of \$750 per member during each 12-month benefit period.
2. The Board may change the health (medical and/or dental) insurance carrier(s), or provide coverage through self-insurance, provided that
- (a) the resultant coverage(s) is at least equivalent to the coverage(s) as of July 1, 1981;
 - (b) the Board has given the Federation 60 days' notice of the proposed change and an opportunity to be consulted about the proposed change;
 - (c) the Board has selected the new carrier(s) through competitive bidding, unless the change is to self-insurance.

3. Term Life Insurance.
Eligibility for the \$10,000 term life insurance shall be extended to the following teachers:

Those on an annual salary basis appointed for one-half ($\frac{1}{2}$) time or more.
4. The Cincinnati Board of Education shall terminate health coverage immediately for each teacher who is absent without authorized leave, but such coverage shall be reinstated immediately upon the teacher's return to work. During the interim period of time between the start of a teacher's absence without authorized leave and the time when Blue Cross is able to terminate the health coverage for said teacher, the Cincinnati Board of Education shall have the right to deduct from the teacher's paycheck, the amount equal to the teacher's pro rata share for health coverage for each day of unauthorized absence up to the time the termination becomes effective. It is expressly understood that such termination of coverage shall continue for any period of time that the Cincinnati Public Schools are closed due to a strike or work stoppage for each teacher who was absent without authorized leave on the last working day immediately before the shutdown.
5. Tax Sheltered Annuity
Embodying the benefits of Section 403(b) of the Internal Revenue Code of 1954 as amended, the Board may, upon authorization of the teacher, make annual salary reductions to be applied to the purchase of an annuity contract.
6. Payroll Deductions Authorized By The Teacher
 - a. Cincinnati Public School Employees Credit Union
 - b. United States Savings Bonds
 - c. United Appeal
 - d. Blue Cross/Blue Shield/Dental/Major Medical
 - e. Washington National Insurance
 - f. Others mutually agreed upon by the Federation and the Board
 - g. Cincinnati Federation of Teachers
7. Workers' Compensation System
The Board contributes annually to the State Workers' Compensation fund. Teachers are eligible for benefits as defined in Section 4123.54 of the Ohio Revised Code.

8. Ohio State Teachers' Retirement System (OSTRS)
The amount of contribution shall be established by the Retirement Board.

Current Rates: Teacher Contribution 8.5%
 Board Contribution 13.5%

9. Conversion of Sick Leave at Retirement
Subject to the provisions of Section 124.39 of the Ohio Revised Code, an employee retiring on or after July 1, 1977, shall be eligible to be paid for one-half ($\frac{1}{2}$) of his/her accrued but unused sick leave at the daily rate of pay utilized in calculating his/her final pay. Said payment shall eliminate all sick leave accrued by the employee.

10. Reimbursement
Effective December 3, 1979, eligible teachers shall receive reimbursement at the rate of 18- $\frac{1}{2}$ cents per mile as mileage allowance when their automobiles are used for Board business.

Effective December 3, 1979, if the Superintendent requires an overnight stay for job-related conferences, eligible teachers shall receive reimbursement for lodging up to \$25. per night and for meals up to \$10. per day, unless the conference is a requirement for obtaining or keeping a teaching certificate.

Teachers eligible to receive mileage reimbursement shall be those who report to more than one (1) school on any school day to perform assigned duties. Reimbursement shall be made by the Treasurer's Office after receiving the Mileage Report Form signed by the teacher and approved by the school administrator to whom the teacher reports.

11. Damage to Personal Property Due to Assault
The Board shall provide teachers reimbursement in an amount not to exceed \$200 due to damage to a teacher's personal property resulting from an assault which occurred in the course of employment. A teacher suffering damage to personal property as a result of such an assault may request reimbursement by furnishing a signed statement on a form prescribed by the superintendent setting forth the circumstances of the assault, the extent of the damage and the reimbursement requested. Payment shall be made upon approval of the request by the superintendent. Approval by the superintendent shall not be unreasonably withheld.

This section shall provide reimbursement to teachers only in the event that the teacher does not have insurance coverage protecting against such damage. If a teacher's insurance protection covers a portion of such damage, the Board shall reimburse the uncovered portion to a maximum of \$200.

12. Holidays and Holiday Pay

In explanation of Board policy, any employee absent without pay on either his next scheduled work day preceding a holiday or his next scheduled work day following a holiday shall be allowed no pay for the holiday; however, if an employee was sick and had exhausted earned sick leave, and had worked up to 5 working days of a holiday, and reported to work within 5 working days after the holiday, the employee, upon approval by the Board, shall be allowed pay for the holiday.

13. Emergency School Closings

In explanation of Board policy, where the superintendent has authorized the closing of school due to an emergency condition, an employee shall receive pay for such day where the employee would otherwise have been in pay status, whether or not the employee has been re-assigned to another location. Such pay shall not be charged to any accrued leave.

M600

BOARD AUTHORITY

1. It is recognized by the parties that the Board is invested by the laws of the State of Ohio with the government and control of all of the Cincinnati Public Schools. This authority of the Board shall include, but shall not be limited to, the authority to make such rules, regulations and policies as are necessary for the government of the public schools, the employees of the Board, and the pupils of the schools. Nothing in this contract shall constitute transfer of the authority of the Board as established by the laws of the State of Ohio.
2. The administrative authority of the Board shall be implemented by the superintendent and his/her designees whose authority shall include, but not be limited to, the authority to direct and assign teachers and to carry out such other duties as the Board determines as provided by the Ohio Revised Code.

3. Policies and practices of the Board and the administration are not a part of this contract and may be adopted, revised, amended, suspended or rescinded at the discretion of the Board or the administration.

M602 AMENDMENT

This contract may be amended by mutual written agreement of the Board and the Federation. Nevertheless, the parties acknowledge that during the negotiations, which resulted in this contract, each had the unlimited right and opportunity to make demands and proposals, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this contract. Therefore, for the life of this contract, each party agrees that the other shall not be obligated to negotiate with respect to any subject matter not specifically referred to or covered in this contract.

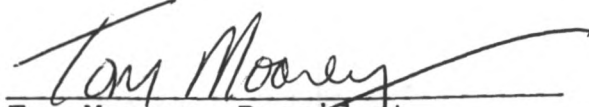
M603 LEGALITY

If any provision of this contract or any application of this contract to any teacher or group of teachers is contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

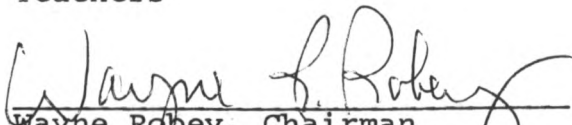
M604 TERM OF CONTRACT

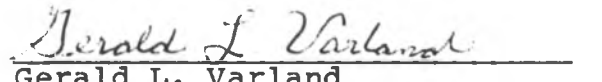
1. This contract shall expire on December 31, 1984, or at the end of the term of the agreement on economic matters, if any, pursuant to the re-opener on December 1, 1981, whichever is the longer term.
2. If the certification requirements set forth in Section 5705.412 O.R.C. have not been extended to include a third calendar year, either party may reopen this contract on December 1, 1981 to negotiate economic matters only to be effective no earlier than January 1, 1983, such negotiations to conclude no later than December 31, 1981. Any economic improvements granted during this 31-day reopener period shall result in an extension of the contract 12 months after the effective date of the last improvement granted as a result of the negotiations during such reopener period.

Effective this 17th day of September, 1981.


Tom Mooney, President
Cincinnati Federation of
Teachers


Virginia K. Griffin, President
Cincinnati Board of Education


Wayne Robey, Chairman
CFT Bargaining Committee


Gerald L. Varland
Director of Employee Relations

CFT Negotiating Team

Larry Estes, Porter
Michael Gantt, Hughes
Ralph Jackson, North Avondale
Tom Mooney, President
Sylvia O'Bannon, Bloom
Wayne Robey, Whittier
David Sidener, Roberts

Board Negotiating Team

Frank J. Braun, Principal, Dater
James K. L. Lawrence, Counsel
John D. Maher, Principal, CAPE
Major R. McNeil, Principal, Withrow
Gerald L. Varland, Director of
Employee Relations

A P P E N D I X A

SALARY SCHEDULES FOR PROFESSIONAL EMPLOYEES

Effective the first full pay period following March 15, 1981.

A. DEFINITIONS

1. Teacher

"Teacher" applies to any employee required by law or the rules and regulations (policies) of the Board of Education to be certificated as a teacher or otherwise certificated for a position wherein the base salary is determined from the teacher's salary schedule. (See statements under Section C.)

2. Salary Schedules for Teachers Who Are Qualified for Regular Appointment or Who Serve as Long-Term Substitutes

a. Class II Schedule

"Class II Schedule" applies to a teacher who possesses a Bachelor's Degree and to certain Vocational Teachers.

b. Class III Schedule

"Class III Schedule" applies to all teachers who possess 150 semester hours with a Bachelor's Degree.

c. Class IV Schedule

"Class IV Schedule" applies to all teachers who possess the Master's Degree or its equivalent¹.

d. Class V Schedule

"Class V Schedule" applies to all teachers who possess 30 graduate semester hours after attaining the Master's Degree.

e. Class VI Schedule

"Class VI Schedule" applies to all teachers who possess an earned Doctor's Degree in an area related to the teaching certificate.

¹Master's equivalency credit is recognized only for teachers who qualified for the Master's equivalency prior to November 1, 1961.

B. ANNUAL TERMS OF SERVICE AND PAY PERIODS FOR TEACHERS

Days of Service	Pay Periods	Actual Times of Service
190 days	15 school days* (10 days as of October 20, 1981)	As fixed by the official annual calendar adopted by the Board of Education
200 days	15 school days* (10 days as of October 20, 1981)	Same as for 190 days, plus ten (10) additional days as assigned
210 days	15 school days* (10 days as of October 20, 1981)	Same as for 190 days, plus twenty (20) additional days assigned

*Pay periods during regular school year; pay periods for service extending beyond regular school year shall be in accordance with a schedule for pay periods to be adopted each year; optional deferred pay plan may be elected for regular school year portion of work year.

The daily rate of pay used for computing the salary for a fraction of a year and for computing salary deductions for absence is determined by dividing the annual salary by the days of service.

The terms of service set forth in this schedule are to be used in determining daily rates of pay.

C. SALARY SCHEDULES FOR TEACHERS WHO ARE QUALIFIED
FOR REGULAR APPOINTMENT OR WHO SERVE
AS LONG-TERM SUBSTITUTES

Effective the first full pay period following March 15, 1981.

Years of Experience	Class II BA Degree**	Class III BA + 150 hrs.**	Class IV MA Degree**	Class V MA + 30 hrs.**	Class VI Doctorate**
0	\$12,361	\$12,815	\$13,745	\$14,219	\$15,549
1	12,973	13,345	14,355	14,831	16,160
2	13,584	13,876	14,967	15,443	16,772
3	14,498	14,695	15,882	16,358	17,685
4	15,109	15,307	16,535	17,009	18,340
5	15,721	15,920	17,147	17,622	18,951
6***	16,636	16,834	18,060	18,536	19,865
7	17,247	17,446	18,671	19,148	20,477
8	17,859	18,058	19,326	19,802	21,129
9	18,471	18,669	19,937	20,411	21,742
10 (a) (b)	19,082	19,281	20,549	21,023	22,354
11	19,694	19,890	21,161	21,634	22,964
12	20,304	20,646	22,100	22,503	23,831
<hr/>					
17#	21,029	21,371	22,822	23,228	24,557
<hr/>					
22#	21,616	21,957	23,553	23,958	25,286

All personnel included under these schedules have an annual term of service of 190 days. Schedules apply to classroom teachers, teacher-librarians, visiting teachers, home instructors, examiners, administrative interns, school nurses, and psychologist-interns. Also, to be used in determining the base salary for the following classifications of personnel paid on a "teacher plus" basis: teacher specialists, coordinating teachers, counselors, librarians, librarian-catalogers, and teachers-in-charge.

**See definitions of classes, page 1.

***Maximum entering salary based on military service only.

(a)Maximum entering salary based on prior teaching experience.

(b)Maximum entering salary based on a combination of prior teaching experience and up to six (6) years of military service.

#Personnel whose salaries are covered by Class II through Class VI of these salary schedules will attain longevity increment status and will be paid such an increment if they are in regular employment and if they meet the following eligibility requirements: (1) completion of 17 and 22 years of creditable service on this salary schedule (creditable service is defined as service credit granted at the time of last contract appointment and all years of creditable service subsequent to that appointment), and (2) satisfactory service at the time of eligibility for the longevity increment.

D. SALARY SCHEDULES FOR CERTIFICATED PERSONNEL WHO RECEIVE
SALARY FOR SPECIAL ASSIGNMENTS IN ADDITION TO
THE REGULAR TEACHERS' SALARY

Effective the first full pay period following March 15, 1981.

Position	Salary*
<u>220 Days of Service</u>	
Coordinating Teacher**	T + additional days + \$300
Teacher Specialist	T + additional days + \$650
<u>210 Days of Service</u>	
Coordinating Teacher**	T + additional days + \$300
Counselor	T + additional days
Librarian-Cataloger	T + additional days
Psychologist***	\$18,599 (11 increments of \$587) \$25,056
Teacher Specialist	T + additional days + \$650
<u>200 Days of Service</u>	
Librarian	T + additional days
<u>190 Days of Service</u>	
Coordinating Teacher	T + \$300
Teacher-in-charge	T + \$500

*"T" used in the salary column signifies the salary to which the person would be entitled according to the Teachers' Salary Schedules in Section B and C. Pay for additional days is computed on the teacher's daily rate.

**Effective August 1, 1980, the position of coordinating teacher shall be limited to employees serving in the following assignments:

Cooperative Office Education
Distributive Education
Home Economics Multi-Area Co-op
Occupational Work Experience
Teachers assigned to Special Programs to coordinate
in-service and other staff activities

***Additional Increments for Graduate Credit Beyond the Master's Degree - Personnel on this schedule who possess 30 graduate semester hours beyond the Master's Degree related to the position assignment shall receive an increment of \$404 in addition to the base salary. Those who possess an earned Doctor's Degree related to the position assignment will receive an increment of \$1,731 in addition to the base salary.
Longevity Increments - Personnel on this schedule who have completed five (5) years of service at maximum base salary in a given classification shall receive a \$725 increment. Those who have completed ten (10) years of service at maximum base salary in a given classification shall receive an additional \$731 increment. The fifth and tenth year increments shall be granted in addition to the base salary and any increments for graduate credit.

E. SCHEDULE OF EXTRACURRICULAR ACTIVITIES AND
AMOUNT PER POSITION FOR WHICH
EMPLOYEES MAY BE COMPENSATED*

Effective the first full pay period following March 15, 1981.

Position	Amount Per Employee	
<u>Senior High</u>		
Athletic Director	\$1,662	<u>/1</u>
Head Varsity Football Coach	2,211	<u>/2</u>
Assistant Varsity Football Coach	1,613	<u>/2</u>
Reserve Football Coach	1,191	<u>/2</u>
Varsity Basketball Coach	1,862	<u>/3</u>
Reserve Basketball Coach	1,125	<u>/3</u>
Intramurals Coach-in-charge	1,028	Maximum Amount
Intramurals Coach	899	Maximum Amount
Varsity Wrestling Coach	965	<u>/3</u>
Varsity Gymnastics Coach	939	<u>/3</u>
Varsity Baseball Coach	822	<u>/3</u>
Varsity Track Coach	822	<u>/3</u>
Varsity Swimming Coach	786	<u>/3</u>
Varsity Soccer Coach	786	<u>/2</u>
Varsity Volleyball Coach	786	<u>/2</u>
Reserve Volleyball Coach	480	<u>/2</u>
Varsity Cross-Country Coach	503	<u>/2</u>
Varsity Tennis Coach	390	<u>/2</u> <u>/3</u>
Varsity Golf Coach	354	<u>/2</u>
Softball Coach	683	<u>/3</u>
Cheerleader Coach	325	<u>/2</u> <u>/3</u>
Band Director	1,081	<u>/4</u>
Choral Director	621	<u>/5</u>
Activities Coordinator	621	
Drill Team	621	
Debate	208	
Dramatics	259	<u>/6</u>
Newspaper Advisor	621	
Orchestra Director	362	<u>/5</u>
Producer/Director of Annual Show	259	
Yearbook Advisor	621	
Student Council	156	
Visual Aids	415	
Stage Manager	776	
Club Advisors (maximum \$130 per club)	1,950	Maximum Amount
Class Advisors:		
12th Grade	260	Maximum Amount
11th Grade	260	Maximum Amount
10th Grade	260	Maximum Amount
9th Grade	260	Maximum Amount

E. SCHEDULE OF EXTRACURRICULAR ACTIVITIES AND
AMOUNT PER POSITION FOR WHICH
EMPLOYEES MAY BE COMPENSATED* (cont.)
Effective the first full pay period following March 15, 1981.

Position	Amount Per Employee	
<u>Junior High</u>		
Head Football Coach	\$1,191	<u>/2</u>
Football Coach	772	<u>/2</u>
Head Basketball Coach	827	<u>/3</u>
Intramurals Coach	718	Maximum Amount
Head Gymnastics Coach	430	<u>/3</u>
Head Track Coach	430	<u>/3</u>
Head Cross-Country Coach	329	<u>/2</u>
Softball Coach	430	<u>/3</u>
Soccer Coach	430	<u>/3</u>
Baseball Coach	430	<u>/3</u>
Volleyball Coach	329	<u>/2</u>
Cheerleader Coach	195	<u>/2</u> <u>/3</u>
Specialized Sports Coaches for Alternative and General Programs (Maximum of \$260 per coach)	780	Maximum Amount
Band Director	208	
Choral Director	156	
Activities Coordinator	208	
Drill Team	156	
Newspaper Advisor	208	<u>/7</u>
Orchestra Director	131	
Producer/Director of Annual Show	104	
Student Council	78	
Visual Aids	208	
Club Advisors (Maximum of \$130 per club)	1,299	Maximum Amount
Class Advisors:		
9th Grade	260	Maximum Amount
8th Grade	131	Maximum Amount
7th Grade	131	Maximum Amount
<u>Elementary</u>		
Choral Director	259	
Extended Physical Education	362	
Safety Patrol Sponsor	208	
Club Advisors (Maximum of \$130 per club)	520	Maximum Amount
Intramurals Coach	362	Maximum Amount

*A. The following criteria are applicable where an employee is to receive additional compensation for activities authorized in this schedule: (a) the teacher must be assigned to extra duty and be under a supplemental contract for the position, and

E. SCHEDULE OF EXTRACURRICULAR ACTIVITIES AND
AMOUNT PER POSITION FOR WHICH
EMPLOYEES MAY BE COMPENSATED* (cont.)

Effective the first full pay period following March 15, 1981.

(b) the assignment must be performed either before or after the regular school day. This schedule does not restrict the use of an unassigned period(s) for an activity which requires time during the regular school day.

- B. An amount shown for a particular position may be used, in whole or in part, to provide funds for additional employees in any position.
- C. If a principal declares a vacancy in any position, the principal shall post the vacancy in the building for five (5) working days during which time a teacher may indicate his/her preference for such position. If a vacancy is not filled by a teacher in the building, the principal may declare a vacancy system-wide and, if so, shall distribute a notice of vacancy to each school and consider any applications received within ten (10) working days of the date of distribution. The principal shall consider all teachers who have indicated their preference before making the assignment. In making the selection, the principal's consideration shall include a teacher's training, experience, individual qualifications, seniority and the number of other extracurricular activities to which a teacher is currently assigned. However, if a position must be filled before the above procedure can be completed, the principal may temporarily assign a teacher to fill the position on a temporary basis until the procedure has been completed. The principal shall announce the names of those teachers awarded supplemental contracts within five (5) days of selection. The above procedure shall not apply to the selection of teachers to fill the positions of Athletic Director, Head Varsity Football Coach, and Head Varsity Basketball Coach, where a separate selection procedure exists.
- D. Supplemental contracts specifying the amount of compensation shall be issued to all teachers who are assigned to positions under Schedule E prior to the time of supplemental employment or as soon thereafter as possible. Where a supplemental contract has not been issued to a teacher assigned to an extracurricular position prior to the time of supplemental employment, the principal shall provide the teacher with written confirmation of his/her assignment and of the compensation that he/she is to receive. Payment shall be made during the pay period following completion of the supplemental employment or as soon thereafter as possible.
- E. An employee(s) in a position which is not designated "Maximum Amount" may be compensated at one-half (1/2) the stated rate. Positions designated "Maximum Amount" permit the Board to staff such positions at an amount less than the maximum amount shown. The listing of an amount by any position, whether designated "Maximum Amount" or not, does not require the Board to staff such position with one or more employees.

/1 Amount includes pay for supervising assigned activities related to the position before and after the regular school year as stated in the position description.

/2 Amounts include the responsibilities of practices and conditioning before the regular school year as stated in the position description.

E. SCHEDULE OF EXTRACURRICULAR ACTIVITIES AND
AMOUNT PER POSITION FOR WHICH
EMPLOYEES MAY BE COMPENSATED* (cont.)

Effective the first full pay period following March 15, 1981.

- /3 Amounts include the responsibilities for practices during holidays as stated in the position description.
- /4 Amount specified includes pay for necessary practices before the regular school year and assistance with the annual show.
- /5 Amount specified includes time to assist with the annual show.
- /6 Amount specified includes time to direct a minimum of two productions during the school year and to assist with the annual show.
- /7 Amount specified includes time to publish a minimum of four issues.

F. SALARY SCHEDULES FOR WEEKLY, DAILY, AND HOURLY
RATES FOR TEACHERS

Effective the first full pay period following March 15, 1981.

Position	Period	Salary Rate
<u>Extended Employment</u>		
Coordinating Teacher	Hourly	\$12.60
Home Instructor	Hourly	9.55
Outdoor Camp Sponsor	/a	65.00
Teacher	Hourly	9.55 - 11.70 /b
Teacher-in-charge	Hourly	13.65
<u>In-Service /c</u>		
Coordinating Teacher	Hourly	11.70
Teacher	Hourly	10.26
<u>Summer School</u>		
Coordinating Teacher	Hourly	11.70
Teacher	Hourly	10.26
<u>Special Assignment</u>	Daily	/d
<u>Substitute Teacher /e</u>		

- a/ Amount specified includes pay for camping period of five (5) days and four (4) nights.
- b/ The lower rate is paid whenever a teacher is assigned tutorial duties.
- c/ When paid in-service training is assigned, the rate for each hour of such assignment shall be as specified above, except where state or federal law establishes a lower rate. This provision does not limit the assignment of in-service training without pay.
- d/ Any certificated employee whose work assignment is continued on a full time basis in the same or a comparable position beyond his normal term of employment shall be paid at the same rate as is applicable to the normal term of employment in the contract year in which the extended time falls.
- e/ The hourly rate of pay for contract teachers who serve as substitutes during their non-teaching periods shall be determined by dividing the daily rate of pay for substitute teachers by seven (7). Future salary improvements in the rate of pay for daily substitute teachers shall apply to this provision.

A P P E N D I X A

SALARY SCHEDULES FOR PROFESSIONAL EMPLOYEES Effective the first full pay period in January, 1982.

A. DEFINITIONS

1. Teacher

"Teacher" applies to any employee required by law or the rules and regulations (policies) of the Board of Education to be certificated as a teacher or otherwise certificated for a position wherein the base salary is determined from the teacher's salary schedule. (See statements under Section C.)

2. Salary Schedules for Teachers Who Are Qualified for Regular Appointment or Who Serve as Long-Term Substitutes

a. Class II Schedule

"Class II Schedule" applies to a teacher who possesses a Bachelor's Degree and to certain Vocational Teachers.

b. Class III Schedule

"Class III Schedule" applies to all teachers who possess 150 semester hours with a Bachelor's Degree.

c. Class IV Schedule

"Class IV Schedule" applies to all teachers who possess the Master's Degree or its equivalent¹.

d. Class V Schedule

"Class V Schedule" applies to all teachers who possess 30 graduate semester hours after attaining the Master's Degree.

e. Class VI Schedule

"Class VI Schedule" applies to all teachers who possess an earned Doctor's Degree in an area related to the teaching certificate.

¹Master's equivalency credit is recognized only for teachers who qualified for the Master's equivalency prior to November 1, 1961.

B. ANNUAL TERMS OF SERVICE AND PAY PERIODS FOR TEACHERS

Days of Service	Pay Periods	Actual Times of Service
190 days	10 school days*	As fixed by the official annual calendar adopted by the Board of Education
200 days	10 school days*	Same as for 190 days, plus ten (10) additional days as assigned
210 days	10 school days*	Same as for 190 days, plus twenty (20) additional days assigned

*Pay periods during regular school year; pay periods for service extending beyond regular school year shall be in accordance with a schedule for pay periods to be adopted each year; optional deferred pay plan may be elected for regular school year portion of work year.

The daily rate of pay used for computing the salary for a fraction of a year and for computing salary deductions for absence is determined by dividing the annual salary by the days of service.

The terms of service set forth in this schedule are to be used in determining daily rates of pay.

C. SALARY SCHEDULES FOR TEACHERS WHO ARE QUALIFIED
FOR REGULAR APPOINTMENT OR WHO SERVE
AS LONG-TERM SUBSTITUTES
Effective the first full pay period in January, 1982.

Years of Experience	Class II BA Degree**	Class III BA + 150 hrs.**	Class IV MA Degree**	Class V MA + 30 hrs.**	Class VI Doctorate**
0	\$13,226	\$13,712	\$14,707	\$15,214	\$16,637
1	13,881	14,279	15,360	15,869	17,291
2	14,535	14,847	16,015	16,524	17,946
3	15,513	15,724	16,994	17,503	18,923
4	16,167	16,378	17,692	18,200	19,624
5	16,821	17,034	18,347	18,856	20,278
6***	17,801	18,012	19,324	19,834	21,256
7	18,454	18,667	19,978	20,488	21,910
8	19,109	19,322	20,679	21,188	22,608
9	19,764	19,976	21,333	21,840	23,264
10 (a) (b)	20,418	20,631	21,987	22,495	23,919
11	21,073	21,282	22,642	23,148	24,571
12	21,725	22,091	23,647	24,078	25,499
17#	22,501	22,867	24,420	24,854	26,276
22#	23,129	23,494	25,202	25,635	27,056

All personnel included under these schedules have an annual term of service of 190 days. Schedules apply to classroom teachers, teacher-librarians, visiting teachers, home instructors, examiners, administrative interns, school nurses, and psychologist-interns. Also, to be used in determining the base salary for the following classifications of personnel paid on a "teacher plus" basis: teacher specialists, coordinating teachers, counselors, librarians, librarian-catalogers, and teachers-in-charge.

**See definitions of classes, page 1.

***Maximum entering salary based on military service only.

(a)Maximum entering salary based on prior teaching experience.

(b)Maximum entering salary based on a combination of prior teaching experience and up to six (6) years of military service.

#Personnel whose salaries are covered by Class II through Class VI of these salary schedules will attain longevity increment status and will be paid such an increment if they are in regular employment and if they meet the following eligibility requirements: (1) completion of 17 and 22 years of creditable service on this salary schedule (creditable service is defined as service credit granted at the time of last contract appointment and all years of creditable service subsequent to that appointment), and (2) satisfactory service at the time of eligibility for the longevity increment.

D. SALARY SCHEDULES FOR CERTIFICATED PERSONNEL WHO RECEIVE
SALARY FOR SPECIAL ASSIGNMENTS IN ADDITION TO
THE REGULAR TEACHERS' SALARY

Effective the first full pay period in January, 1982.

Position	Salary*
<u>220 Days of Service</u>	
Coordinating Teacher**	T + additional days + \$300
Teacher Specialist	T + additional days + \$650
<u>210 Days of Service</u>	
Coordinating Teacher**	T + additional days + \$300
Counselor	T + additional days
Librarian-Cataloger	T + additional days
Psychologist***	\$19,901 (11 increments of \$628) \$26,809
Teacher Specialist	T + additional days + \$650
<u>200 Days of Service</u>	
Librarian	T + additional days
<u>190 Days of Service</u>	
Coordinating Teacher	T + \$300
Teacher-in-charge	T + \$500

*"T" used in the salary column signifies the salary to which the person would be entitled according to the Teachers' Salary Schedules in Section B and C. Pay for additional days is computed on the teacher's daily rate.

**Effective August 1, 1980, the position of coordinating teacher shall be limited to employees serving in the following assignments:

Cooperative Office Education
Distributive Education
Home Economics Multi-Area Co-op
Occupational Work Experience
Teachers assigned to Special Programs to coordinate
in-service and other staff activities

***Additional Increments for Graduate Credit Beyond the Master's Degree - Personnel on this schedule who possess 30 graduate semester hours beyond the Master's Degree related to the position assignment shall receive an increment of \$432 in addition to the base salary. Those who possess an earned Doctor's Degree related to the position assignment will receive an increment of \$1,852 in addition to the base salary.
Longevity Increments - Personnel on this schedule who have completed five (5) years of service at maximum base salary in a given classification shall receive a \$776 increment. Those who have completed ten (10) years of service at maximum base salary in a given classification shall receive an additional \$782 increment. The fifth and tenth year increments shall be granted in addition to the base salary and any increments for graduate credit.

E. SCHEDULE OF EXTRACURRICULAR ACTIVITIES AND
AMOUNT PER POSITION FOR WHICH
EMPLOYEES MAY BE COMPENSATED*
Effective the first full pay period in January, 1982.

Position	Amount Per Employee	
<u>Senior High</u>		
Athletic Director	\$1,778	<u>/1</u>
Head Varsity Football Coach	2,366	<u>/2</u>
Assistant Varsity Football Coach	1,726	<u>/2</u>
Reserve Football Coach	1,274	<u>/2</u>
Varsity Basketball Coach	1,992	<u>/3</u>
Reserve Basketball Coach	1,204	<u>/3</u>
Intramurals Coach-in-charge	1,100	Maximum Amount
Intramurals Coach	962	Maximum Amount
Varsity Wrestling Coach	1,033	<u>/3</u>
Varsity Gymnastics Coach	1,005	<u>/3</u>
Varsity Baseball Coach	880	<u>/3</u>
Varsity Track Coach	880	<u>/3</u>
Varsity Swimming Coach	841	<u>/3</u>
Varsity Soccer Coach	841	<u>/2</u>
Varsity Volleyball Coach	841	<u>/2</u>
Reserve Volleyball Coach	514	<u>/2</u>
Varsity Cross-Country Coach	538	<u>/2</u>
Varsity Tennis Coach	417	<u>/2</u> <u>/3</u>
Varsity Golf Coach	379	<u>/2</u>
Softball Coach	731	<u>/3</u>
Cheerleader Coach	348	<u>/2</u> <u>/3</u>
Band Director	1,157	<u>/4</u>
Choral Director	664	<u>/5</u>
Activities Coordinator	664	
Drill Team	664	
Debate	223	
Dramatics	277	<u>/6</u>
Newspaper Advisor	664	
Orchestra Director	387	<u>/5</u>
Producer/Director of Annual Show	277	
Yearbook Advisor	664	
Student Council	167	
Visual Aids	444	
Stage Manager	830	
Club Advisors (maximum of \$139 per club)	2,087	Maximum Amount
Class Advisors:		
12th Grade	278	Maximum Amount
11th Grade	278	Maximum Amount
10th Grade	278	Maximum Amount
9th Grade	278	Maximum Amount

E. SCHEDULE OF EXTRACURRICULAR ACTIVITIES AND
AMOUNT PER POSITION FOR WHICH
EMPLOYEES MAY BE COMPENSATED* (cont.)
Effective the first full pay period in January, 1982.

Position	Amount Per Employee	
<u>Junior High</u>		
Head Football Coach	\$1,274	<u>/2</u>
Football Coach	826	<u>/2</u>
Head Basketball Coach	885	<u>/3</u>
Intramurals Coach	768	Maximum Amount
Head Gymnastics Coach	460	<u>/3</u>
Head Track Coach	460	<u>/3</u>
Head Cross-Country Coach	352	<u>/2</u>
Softball Coach	460	<u>/3</u>
Soccer Coach	460	<u>/3</u>
Baseball Coach	460	<u>/3</u>
Volleyball Coach	352	<u>/2</u>
Cheerleader Coach	209	<u>/2</u> <u>/3</u>
Specialized Sports Coaches for Alternative and General Programs (Maximum of \$278 per coach)	835	Maximum Amount
Band Director	223	
Choral Director	167	
Activities Coordinator	223	
Drill Team	167	
Newspaper Advisor	223	<u>/7</u>
Orchestra Director	140	
Producer/Director of Annual Show	111	
Student Council	83	
Visual Aids	223	
Club Advisors (Maximum of \$139 per club)	1,390	Maximum Amount
Class Advisors:		
9th Grade	278	Maximum Amount
8th Grade	140	Maximum Amount
7th Grade	140	Maximum Amount
<u>Elementary</u>		
Choral Director	277	
Extended Physical Education	387	
Safety Patrol Sponsor	223	
Club Advisors (Maximum of \$139 per club)	556	Maximum Amount
Intramurals Coach	387	Maximum Amount

*A. The following criteria are applicable where an employee is to receive additional compensation for activities authorized in this schedule: (a) the teacher must be assigned to extra duty and be under a supplemental contract for the position, and

E. SCHEDULE OF EXTRACURRICULAR ACTIVITIES AND
AMOUNT PER POSITION FOR WHICH
EMPLOYEES MAY BE COMPENSATED* (cont.)

Effective the first full pay period in January, 1982.

(b) the assignment must be performed either before or after the regular school day. This schedule does not restrict the use of an unassigned period(s) for an activity which requires time during the regular school day.

- B. An amount shown for a particular position may be used, in whole or in part, to provide funds for additional employees in any position.
- C. If a principal declares a vacancy in any position, the principal shall post the vacancy in the building for five (5) working days during which time a teacher may indicate his/her preference for such position. If a vacancy is not filled by a teacher in the building, the principal may declare a vacancy system-wide and, if so, shall distribute a notice of vacancy to each school and consider any applications received within ten (10) working days of the date of distribution. The principal shall consider all teachers who have indicated their preference before making the assignment. In making the selection, the principal's consideration shall include a teacher's training, experience, individual qualifications, seniority and the number of other extracurricular activities to which a teacher is currently assigned. However, if a position must be filled before the above procedure can be completed, the principal may temporarily assign a teacher to fill the position on a temporary basis until the procedure has been completed. The principal shall announce the names of those teachers awarded supplemental contracts within five (5) days of selection. The above procedure shall not apply to the selection of teachers to fill the positions of Athletic Director, Head Varsity Football Coach, and Head Varsity Basketball Coach, where a separate selection procedure exists.
- D. Supplemental contracts specifying the amount of compensation shall be issued to all teachers who are assigned to positions under Schedule E prior to the time of supplemental employment or as soon thereafter as possible. Where a supplemental contract has not been issued to a teacher assigned to an extracurricular position prior to the time of supplemental employment, the principal shall provide the teacher with written confirmation of his/her assignment and of the compensation that he/she is to receive. Payment shall be made during the pay period following completion of the supplemental employment or as soon thereafter as possible.
- E. An employee(s) in a position which is not designated "Maximum Amount" may be compensated at one-half (1/2) the stated rate. Positions designated "Maximum Amount" permit the Board to staff such positions at an amount less than the maximum amount shown. The listing of an amount by any position, whether designated "Maximum Amount" or not, does not require the Board to staff such position with one or more employees.

- /1 Amount includes pay for supervising assigned activities related to the position before and after the regular school year as stated in the position description.
- /2 Amounts include the responsibilities of practices and conditioning before the regular school year as stated in the position description.

E. SCHEDULE OF EXTRACURRICULAR ACTIVITIES AND
AMOUNT PER POSITION FOR WHICH
EMPLOYEES MAY BE COMPENSATED* (cont.)
Effective the first full pay period in January, 1982.

- /3 Amounts include the responsibilities for practices during holidays as stated in the position description.
- /4 Amount specified includes pay for necessary practices before the regular school year and assistance with the annual show.
- /5 Amount specified includes time to assist with the annual show.
- /6 Amount specified includes time to direct a minimum of two productions during the school year and to assist with the annual show.
- /7 Amount specified includes time to publish a minimum of four issues.

F. SALARY SCHEDULES FOR WEEKLY, DAILY, AND HOURLY
RATES FOR TEACHERS
Effective the first full pay period in January, 1982.

Position	Period	Salary Rate
<u>Extended Employment</u>		
Coordinating Teacher	Hourly	\$13.48
Home Instructor	Hourly	10.22
Outdoor Camp Sponsor	<u>/a</u>	70.00
Teacher	Hourly	10.22 - 12.52 <u>/b</u>
Teacher-in-charge	Hourly	14.61
<u>In-Service /c</u>		
Coordinating Teacher	Hourly	12.52
Teacher	Hourly	10.98
<u>Summer School</u>		
Coordinating Teacher	Hourly	12.52
Teacher	Hourly	10.98
<u>Special Assignment</u>	Daily	<u>/d</u>
<u>Substitute Teacher /e</u>		

- a/ Amount specified includes pay for camping period of five (5) days and four (4) nights.
- b/ The lower rate is paid whenever a teacher is assigned tutorial duties.
- c/ When paid in-service training is assigned, the rate for each hour of such assignment shall be as specified above, except where state or federal law establishes a lower rate. This provision does not limit the assignment of in-service training without pay.
- d/ Any certificated employee whose work assignment is continued on a full time basis in the same or a comparable position beyond his normal term of employment shall be paid at the same rate as is applicable to the normal term of employment in the contract year in which the extended time falls.
- e/ The hourly rate of pay for contract teachers who serve as substitutes during their non-teaching periods shall be determined by dividing the daily rate of pay for substitute teachers by seven (7). Future salary improvements in the rate of pay for daily substitute teachers shall apply to this provision.

APPENDIX B

GROUND RULES FOR REPRESENTATION ELECTION

Ground Rules for the Election to Determine the Exclusive Representative of Teachers for the Purpose of Professional Negotiations

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1. Election Format - Date

The Board directs an election to be conducted on the first Tuesday in December.

There will be one (1) voting booth for every fifty (50) teachers or major fraction thereof. There will be two voting lines if there are more than 100 teachers voting (1st line A-L, 2nd line M-Z).

2. Opening and Closing of Polls

Voting hours are as follows:

	<u>Open</u>	<u>Closed</u>
Secondary Schools	2:00 p.m.	4:00 p.m.
Elementary Schools	2:30 p.m.	4:30 p.m.

Poll Watchers and observers will be excused one-half ($\frac{1}{2}$) hour prior to the opening of the polls with the condition that such persons are required to make arrangements with other teachers to fulfill all obligations.

No one shall be permitted to vote other than at the prescribed time except as provided under absentee balloting provisions and except that any eligible voter standing in line at the designated closing time of the voter's polling place shall be permitted to vote.

3. Eligible Unit

All teachers employed in the bargaining unit, including classroom teachers, certificated night-school teachers who are also day-school classroom teachers on an annual rate, librarians, administrative interns, psychologist interns, visiting teachers, examiners, teacher specialists, coordinating teachers, nurses, counselors, psychologists, and L.D. tutors, but excluding pre-school instructors, daily-rate substitutes, and other daily and hourly-rate teachers, psychiatric social workers, lunchroom managers, administrative assistants, directors, associate directors, associates, supervisors, associate supervisors, assistant supervisors, librarian-professional library, assistant principals, principals, area directors, assistant superintendents, deputy superintendents and the superintendent.

4. Election Agency

The American Arbitration Association (AAA) shall be the agency to conduct this election in accordance with AAA rules except that these ground rules shall have precedence over AAA rules.

5. Purpose of Election

The purpose of this election is to determine which organization, if any, shall be recognized as the exclusive representative of the Cincinnati teachers for the purpose of collective bargaining for a minimum of five (5) years.

6. Recognition Period

The above-mentioned exclusive recognition shall preclude the filing of an election petition by any organization before October 1, or later than October 31, 1987.

7. Eligibility Lists

Members of the unit employed no later than November 8, 1982 shall be eligible to vote. A list containing the names of all such eligible voters shall be given to the CFT and the rival organization no later than November 17, 1982. The parties to the election shall meet on or before November 19, 1982, to determine any additions or deletions to the list, if any. This list shall be the official eligible voters list. This list, by building, containing school and location of the poll, shall be posted in every building no later than November 29, 1982. A copy of the building list shall also be given to the AAA.

8. Observers - Poll Watchers

There shall be no more than one (1) observer - poll watcher from each organization (members of the bargaining unit) at each polling place except that there shall be no more than two (2) observers - poll watchers at schools where 100 or more teachers will vote. There shall be no more than ten (10) official representatives of the rival organization, CFT, and the Board of Education at the location for counting ballots. The rival organization and the CFT will prepare and exchange lists of intended observers-poll watchers by November 29, 1982. A copy of these lists will be forwarded to the AAA.

9. Determination of the Winner

The winner shall be that organization which receives a majority of the valid, secret ballots cast.

10. Run-Off Election

In the event a run-off election is necessitated by a lack of a majority vote being cast for any choice, such run-off election shall take place between those two (2) choices receiving the highest number of valid ballots. This run-off election shall be held seven (7) days after the regular election date. Rules established for the original election shall prevail in the conduct of such run-off election.

11. Election Challenge

Objections to the conduct of the election, which may affect the result of the election, shall be brought to the attention of the election judge before the commencement of the tabulation of the ballots and shall be resolved by him immediately. If, in the discretion of the election judge, the protection of the secrecy and security of the balloting process and the fundamental sanctity of the election is in serious doubt, he may determine some other expeditious disposition of the objection.

If organizational challenge is lost, any additional AAA cost incurred as a result of an organizational challenge shall be borne by the organization raising the challenge. If the challenge is sustained, and a new balloting is directed, the cost of the hearing and the subsequent re-balloting shall be paid equally by each of the parties.

12.

OFFICIAL SECRET BALLOT
FOR ELIGIBLE TEACHERS
OF THE
BOARD OF DIRECTORS OF THE CITY SCHOOL DISTRICT
OF THE CITY OF CINCINNATI, OHIO

This election is to determine which organization, if any, shall be recognized as the exclusive representative of the Cincinnati teachers for the purpose of professional negotiations.

If you spoil this ballot, return it to the Election Clerk, who will give you another ballot.

MARK AN "X" IN THE SQUARE OF YOUR CHOICE

<p>NO ORGANIZATION</p> <div data-bbox="224 1506 389 1608"></div>	<p>CINCINNATI FEDERATION OF TEACHERS OFT - AFT</p> <div data-bbox="638 1506 795 1608"></div>	<p>(CHALLENGING ORGANIZATION Insert Name)</p> <div data-bbox="1112 1506 1278 1608"></div>
--	--	---

DO NOT IDENTIFY YOURSELF ON THIS BALLOT - FOLD AND DROP IN BALLOT BOX

13. Voter Identification and Procedure for Voting

Those wishing to vote must show identification, if requested, sign for a ballot, and be checked by the voting official to verify eligibility. Voters shall have privacy to cast a free and secret ballot and carrels shall be provided by the school or the AAA.

14. Custody of Ballots and Ballot Boxes

The sealed ballot boxes from each building shall be taken to the central election headquarters by the AAA representative, who may be accompanied by one representative each from the rival organization and the CFT.

Counting of ballots shall be done as provided for by the American Arbitration Association rules. Only the over-all results including the vote count totals will be announced and that release will be made by the election judge.

15. Challenged Ballots

Voters who are challenged shall nevertheless be permitted to vote, in the manner determined by the AAA. Where a voter takes issue with the challenge, the Federation and the rival organization agree to submit the matter to the election judge in accordance with the Rules and Regulations of the AAA for immediate resolution prior to the commencement of tabulation.

16. Electioneering on Election Day

There shall be no electioneering in the schools as of the close of school on the day before the election.

Campaign buttons and other similar objects may not be worn by observers-poll watchers.

No representative of the news media shall be permitted within fifty (50) feet of the polls.

No unauthorized personnel shall be permitted within polling areas. Authorized personnel shall be voters, those waiting to vote, AAA personnel, and designated observers-poll watchers.

Voters shall be allowed to wear normal organizational jewelry.

17. Location of Voting Area Within School

Space shall be provided in either the lunchroom or the library.

18. Absentee Balloting

Absentee ballots shall be provided to all teachers on official leave as designated on the Board of Education's list. A list of all those on such leave shall be provided by the administration to all parties no later than November 13. AAA shall mail absentee ballots with instructions for the opportunity of voting and usual envelopes and instructions for the return of the ballot.

All absentee ballots must be received by AAA at the close of the AAA's business day on the day immediately preceding the election to be considered valid. The AAA shall mail absentee ballots to teachers upon written request who are not on the Board's list and who are unable to vote in person on December 2, 1982 because of illness, injury, or out of the city on business. United States mail delays shall not be grounds for objections.

Teachers who are granted leave after November 22, 1982 and who will be out of the city on Election Day, may vote at the Education Center in Room 1116 the day before the election, between the hours of 3:30 p.m. and 5:00 p.m.

19. Ground Rules Posting

The administration shall prepare and distribute to all teachers a copy of the election ground rules no later than November 24, 1982.

20. Costs of the Election

The costs for the services of the AAA shall be shared equally by each of the three (3) parties to the election. (See exception - Election Challenge.)

21. Information Center - Count Location

The auditorium and other areas needed on the twelfth (12) floor of the Education Center will be used. Sufficient facilities will be provided for communication at the Education Center.

The Election Judge shall be responsible for the security and conduct of an orderly count.

22. Campaigning in the Schools

Classes shall not be interrupted and a teacher shall not be out of his classroom for campaign purposes while students are present in the classroom during the regular school day.

Campaign activities may occur at the following times and occasions: prior to the start of school, during the lunch periods except in the teachers' lunchroom, after student dismissal, and, in addition, at all times during the school day in the lounges (or in substitute areas in schools which have no teachers' lounges) with teachers while they are on unassigned periods. Individuals who are not members of the bargaining unit shall not be permitted to visit schools during the "open period" for petitioning or during the election campaign.

23. Use of Students

Students shall not be used in any way to assist in the election. Discussion of the election issues before the certification of the results will be excluded from the classroom when students are present.

24. Neutrality of Administration

The administration shall be instructed by the Superintendent that it shall maintain a position of neutrality during the course of the campaign.

25. Communications

All necessary communications among parties shall be addressed and forwarded as follows:

Rival Organization

Address:

Cincinnati Board of Education
230 East Ninth Street
Cincinnati, Ohio 45202
Attn: Director of Employee Relations

Cincinnati Federation of Teachers
Rm. 306, 1216 E. McMillan St.
Cincinnati, Ohio 45206

26. Amendment

The parties agree that the above agreements represent the entire agreement between the parties. Any proposed additions, deletions, or modifications to these ground rules must be agreed to by the Board and the Federation.

27. Polling Places

A polling place shall be located in each school building with a bargaining unit membership of 10 or more teachers. Eligible voters assigned to school building or special units with less than 10 bargaining unit members shall vote at the nearest polling place as determined by the Board.

The Board shall post in every school by November 8, 1982, a list of all polling places, the schools or special units assigned to vote at the polling place and the number of eligible voters in each school or building. The Board shall provide copies to the Federation and the challenging organization.

GRIEVANCE FORM
(CFT AND ACPSOP)

(Circle)

Mr.

Ms.

Name of Grievant

Position

Date Submitted

School

Name of Administrator

Grievant accompanied by

Section for Grievant: (Briefly state the problem indicating provisions of Contract which are violated.)

(if additional space is needed, use other side)

Did grievant have discussion with administrator ☐ Yes ☐ No

What remedy is sought?

Date

Grievant's Signature

ADMINISTRATOR'S RESPONSE ON BACK

[82]

SECTION FOR ADMINISTRATOR:

Date Received _____

A. In answer to grievance, include rules, regulation, policy or other basis for decision.

B. Prepare four (4) copies of this form. Distribute as follows:

- | | |
|----------------------------|---|
| 1. Original to school file | 3. Copy to Director of Employee Relations |
| 2. Copy to grievant | 4. Copy to CFT Office or ACPSOP President |

Date _____ Administrator's Signature _____

APPEAL SECTION:

I desire to appeal the above decision

Date _____ Signature of Appellant _____

Date _____
Signature, Chairperson, CFT or ACPSOP Representative

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